



**U.S. Department of Housing and Urban Development**  
**OFFICE OF THE CHIEF PROCUREMENT OFFICER**  
Southern Field Contracting Operations  
Fort Worth Operations Branch  
801 Cherry Street, Unit #45, Ste. 2500  
Fort Worth, TX 76102

September 18, 2012

Dear Potential Quoter:

Subject: Request for Quote – DU206SF-12-Q-0003  
Rent Comparison Study Services

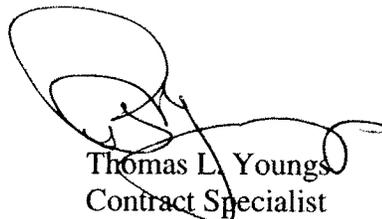
The U.S. Department of Housing and Urban Development (HUD) is issuing a Request for Quote (RFQ) for Rent Comparison Study Services for five locations in Texas.

This is a 100% Total Small Business set aside. The NAICS code is 531320 with a size standard of \$2 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](http://www.acquisition.gov).

Proposal Due Date: Quotes will only be accepted via email to [Thomas.L.Youngs@hud.gov](mailto:Thomas.L.Youngs@hud.gov). Email addresses to be included in the Cc line are [Cathy.J.Baker@hud.gov](mailto:Cathy.J.Baker@hud.gov), [Kenneth.G.Truesdale@hud.gov](mailto:Kenneth.G.Truesdale@hud.gov), [Brian.E.Sonnier@hud.gov](mailto:Brian.E.Sonnier@hud.gov) and [Terri.Jo.Cranfill@hud.gov](mailto:Terri.Jo.Cranfill@hud.gov). Please indicate the solicitation number in the subject line of the email. Any incomplete responses or responses received after the closing will not be accepted. Faxed or mailed quote packages will not be accepted. The coversheet to the quotation shall have the Offeror's information. Quoted pricing shall be valid for 60 calendar days. Closing date for receipt of quotes is September 24, 2012 at 1400 Central Time.

Questions pertaining to the solicitation may be submitted via email to [Thomas.l.youngs@hud.gov](mailto:Thomas.l.youngs@hud.gov). Please include the solicitation number in the subject line. Phone calls will not be accepted. All questions must be in writing and be received by September 24, 2012.

Sincerely,



Thomas L. Youngs  
Contract Specialist

***HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.***

1. REQUEST NO. DU206SF-12-Q-0003  
 2. DATE ISSUED  
 3. REQUISITION/PURCHASE REQUEST NO. See Schedule  
 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1  
 RATING

5a. ISSUED BY US DEPARTMENT OF HUD  
 OFFICE OF THE CHIEF PROCUREMENT OFFICER  
 801 CHERRY STREET  
 UNIT 45 SUITE 2500  
 FORT WORTH TX 76102

6. DELIVERY BY (Date)

7. DELIVERY  FOB DESTINATION  OTHER (See Schedule)

9. DESTINATION  
 a. NAME OF CONSIGNEE  
 DEPT OF HOUSING URBAN DEVELOPMENT

5b. FOR INFORMATION CALL: (No collect calls)

NAME Thomas Youngs  
 TELEPHONE NUMBER  
 AREA CODE 817 NUMBER 978-5408

b. STREET ADDRESS  
 801 CHERRY STREET  
 UNIT 45 SUITE 2500  
 HOUSING MULTIFAMILY  
 ATTN

8. TO:  
 a. NAME  
 b. COMPANY

c. CITY  
 FT WORTH

c. STREET ADDRESS

d. CITY  
 e. STATE  
 f. ZIP CODE

d. STATE TX  
 e. ZIP CODE 76102

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)  
 09/24/2012 1400 CT

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	Rent Comparability Studies of properties in Texas that have entered into Section 8 subsidy contracts with the Department of Housing and Urban Development. Period of Performance: 09/27/2012 to 12/29/2012	1	EA		
0002	Property Appraisal Services - Jose Antonio Escajeda, 204 Alicia Drive, El Paso, Texas Requisition No: RCS-HY-12-00193 Period of Performance: 09/27/2012 to 11/29/2012	1	EA		
	Property Appraisal Services - Villa Madre Apartments, 200 East Railroad Street, Port Isabel, Texas Requisition No: RCS-HY-12-00194 Continued ...	1	EA		

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  
 a. NAME OF QUOTER  
 b. STREET ADDRESS  
 c. COUNTY  
 d. CITY  
 e. STATE  
 f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION  
 15. DATE OF QUOTATION

16. SIGNER  
 a. NAME (Type or print)  
 b. TELEPHONE  
 AREA CODE  
 c. TITLE (Type or print)  
 NUMBER

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DU206SF-12-Q-0003

PAGE OF  
2 24

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/27/2012 to 12/29/2012				
0003	Property Appraisal Services - Laguna Apartments, 1318 Waldron Road, Corpus Christi, Texas Requisition No: RCS-HY-12-00195	1	EA		
0004	Property Appraisal Services - Alician Manor Apartments, 110 S Duval Street, Alice, Texas Requisition No: RCS-HY-12-00230	1	EA		
	Period of Performance: 09/27/2012 to 12/29/2012				
0005	Property Appraisal Services - King Manor Apartments, 1700 E. Kennedy Avenue, Kingsville, Texas Requisition No: RCS-HY-12-00231	1	EA		
	Period of Performance: 09/27/2012 to 12/29/2012				

## APPRAISER'S QUALIFICATIONS QUESTIONNAIRE

1. Are you a Certified General Appraiser, licensed and in good standing in the state where the property is located? **Please provide copies of current licenses and certification for all appraisers who will perform the rent comp studies.** (NOTE: The license may be temporary or permanent).

Yes  No  
Explanation:

2. Do you meet all the requirements of the Competency Provision in the Uniform Standards of Professional Appraisal Practice (USPAP)? Explain.

Yes  No  
Explanation:

3. Please indicate if you do or do not have prospective or present financial interest in the Section 8 properties), their Ownership or management agent entity, or the principals of those entities.

Yes, I do.  No, I do not.  
Explanation:

4. Please indicate if you are or are not an employee of the Owner, the management agent, or the principals of those entities or have a business or close personal/family relationship with those parties that would commonly be perceived to create bias or a conflict-of-interest.

Yes, I am an employee.  No, I am not an employee.  
Explanation:

5. You must *not be* debarred or suspended from doing business with the Federal Government and not be under a Limited Denial of Participation (LDP) imposed by the HUB or Program Center having jurisdiction over the Section 8 project.

Yes, I am debarred or suspended.  No, I am not debarred or suspended.  
Explanation:

6. Have you successfully performed Rent Comp Studies (RCS) and provided the report in accordance with the required Statement of Work without significant revisions? Please provide the dates and the point of contact for the most recent RCS performed. HUD may verify past performance. Please provide the following:

Name of Project for RCS:

Date Performed:

Firm or Agency Name:

Point of Contact Name, Telephone and Email Address:

Schedule B

BID SCHEDULE / PROJECT DESCRIPTION

The contractor shall furnish all personnel, materials, supplies, equipment, transportation and facilities necessary to provide a Rent Comparability Study (RCS) for the project described below. **Payment to the contractor for the services described below will be made via direct deposit to an account designated by the contractor by completing Form 1199A(available at most financial institutions).**

The primary references for completing the RCS shall be the attached Statement of Work (SOW) and Chapter 9 of the Section 8 Renewal Policy Guide. A sample of a complete RCS can be found in this guide. The guide can be found at the following website: <http://www.hud.gov/offices/hsg/mfh/exp/guide/s8renew.pdf> . Questions should be directed to **Joe Pennel, Director of Operations, 801 Cherry Street, Unit #45, Suite 2500, Fort Worth, Texas 76102, via phone (817) 978-5767 or via electronic mail [Joseph.D.Pennel@hud.gov](mailto:Joseph.D.Pennel@hud.gov) or Michael D. Jones, GTR, 801 Cherry Street, Unit #45, Suite 2500, Fort Worth, Texas 76102, via phone (817) 978-5841 or via electronic mail at [Michael.D.Jones@hud.gov](mailto:Michael.D.Jones@hud.gov).**

TASK: The contractor shall prepare an RCS for each property as ordered under this contract. This task is defined technically as a "consultation" under the Uniform Standards of Professional Appraisal Practice (USPAP) and subject specifically to the appropriate Competency and Supplemental Standards Rules. The Uniform Standards of Professional Practice (USPAP) is available online at [www.appraisalfoundation.org/uspap2000/toc](http://www.appraisalfoundation.org/uspap2000/toc).

The completed RCS should be delivered to HUD in 30 days and should be prepared in the format referred to in the Chapter 9 of the Section 8 Renewal Guide. The format includes a cover letter with a summary of the results of the RCS; completed HUD-92273-S8's for each unit type; photographs of the subject and comparables; narrative explaining all adjustments and any conditions unique to this RCS; and contact names and phone numbers for comparables. **Two (2) copies of the RCS should be provided to the PM:**

PM Name: Diana Puckett

PM Address: 801 Cherry St., Unit #45, Ste. 2500

PM City: Fort Worth

PM State: TX

PM Zip: 76102

PM Email: [Diana.M.Puckett@hud.gov](mailto:Diana.M.Puckett@hud.gov)

PM Phone: 817-978-5846

**who is typically located in the HUD Multifamily Program Center in the State in which the project is located. One (1) copy of the RCS and the invoice should be provided to Michael D. Jones, GTR, 801 Cherry Street, Unit #45, Suite 2500, Fort Worth, Texas 76102, located in the Fort Worth Multifamily Hub.**

The contractor shall estimate market rental rates for each type of unit using Form HUD-92273-S8, "Estimates of Market Rent by Comparison". A separate HUD-92273-S8 shall be completed for each unit type as a minimum.

The Rent Grid may be downloaded at the following website:

[http://portal.hud.gov/portal/page/portal/HUD/program\\_offices/administration/hudclips/forms](http://portal.hud.gov/portal/page/portal/HUD/program_offices/administration/hudclips/forms). A minimum of 5 unassisted, non-subsidized, market rate comparables should be used. In cases where there are not five comparables, a minimum of 3 is acceptable. Although HUD-92273-S8 provides the appraiser with a systematic means of analyzing comparable rental units, local market conditions should dictate the impact, if any, of any given line item. There may also be characteristics not listed that do have measurable impact. Adjustments should be made to the comparables in accordance with typical appraisal practices to conclude an adjusted indicated market rent for that unit type. The Total Gross Rent Potential should then be calculated using the total of each unit type and the market rent.

**Appraiser's bid should be inserted in the box below:**

Quantity	Description	Bid Price
1 (3 copies)	Rent Comparability Study	\$

**Project Description:**

Insured  Uninsured

FHA Number: N/A

Project Name: Jose Antonio Excajeda

Project Address: 204 Alicia Dr.

City: El Paso

State: TX

Zip: 79905

No. Units: 94

Net Rent Area: See Below

Project Type: Garden

**Brief Description of Interior and Exterior Amenities:**

TX16002000, 18 - 1 Bedrooms - (\$535), 26 - 2 Bedrooms - (4 units @ \$626 and 22 @ \$619), 34- 3 Bedrooms - (\$748), 16 - 4 Bedrooms - (\$739), 14 Buildings total, Initial occupancy date - February 19, 1982.

PM Completed By Name: Dianna Puckett

PM Email: Diana.M.Puckett@hud.gov

**To Be Completed by Contracting:**

Appraiser Name:

Appraiser Email:

Schedule B

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The completed RCS should be delivered to HUD in 30 days and should be prepared in the format referred to in the Chapter 9 of the Section 8 Renewal Guide. The format includes a cover letter with a summary of the results of the RCS; completed HUD-92273-S8's for each unit type; photographs of the subject and comparables; narrative explaining all adjustments and any conditions unique to this RCS; and contact names and phone numbers for comparables. **Two (2) copies of the RCS should be provided to the PM:**

**PM Name:** Brenda Sharon Young

**PM Address:** Hipolito Garcia Federal Building and Court...

**PM City:** San Antonio

**PM State:** TX

**PM Zip:** 78205

**PM Email:** [brenda.s.young@hud.gov](mailto:brenda.s.young@hud.gov)

**PM Phone:** 210-475-6800 x2363

**who is typically located in the HUD Multifamily Program Center in the State in which the project is located. One (1) copy of the RCS and the invoice should be provided to Michael D. Jones, GTR, 801 Cherry Street, Unit #45, Suite 2500, Fort Worth, Texas 76102, located in the Fort Worth Multifamily Hub.**

The contractor shall estimate market rental rates for each type of unit using Form HUD-92273-S8, "Estimates of Market Rent by Comparison". A separate HUD-92273-S8 shall be completed for each unit type as a minimum.

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[http://portal.hud.gov/portal/page/portal/HUD/program\\_offices/administration/hudclips/forms](http://portal.hud.gov/portal/page/portal/HUD/program_offices/administration/hudclips/forms). A minimum of 5 unassisted, non-subsidized, market rate comparables should be used. In cases where there are not five comparables, a minimum of 3 is acceptable. Although HUD-92273-S8 provides the appraiser with a systematic means of analyzing comparable rental units, local market conditions should dictate the impact, if any, of any given line item. There may also be characteristics not listed that do have measurable impact. Adjustments should be made to the comparables in accordance with typical appraisal practices to conclude an adjusted indicated market rent for that unit type. The Total Gross Rent Potential should then be calculated using the total of each unit type and the market rent.

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Quantity	Description	Bid Price
1 (3 copies)	Rent Comparability Study	\$

**Project Description:**

Insured  Uninsured

FHA Number: \_\_\_\_\_

Project Name: Villa Madre Apts. TX59L000019

Project Address: 200 East Railroad Street

City: Port Isabel

State: TX

Zip: 78578

No. Units: 52

Net Rent Area: \_\_\_\_\_

Project Type: Garden

**Brief Description of Interior and Exterior Amenities:**

Type Project: Two story walk-up Garden Style Brief Description of Interior and Exterior Amenities:  
Interior: Ranges, Refrigerators, A/C, Mini blinds, Kitchen exhaust fan, dishwasher, disposal, carpeting and flooring  
Exterior: Laundry Room, Recreation playground area, storage areas and open parking lot,, trash removal, maintenance Property has Utility Allowance.

PM Completed By Name: Brenda Sharon Young

PM Email: Brenda.S.Young@hud.gov

**To Be Completed by Contracting:**

Appraiser Name: \_\_\_\_\_

Appraiser Email: \_\_\_\_\_

Schedule B

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The completed RCS should be delivered to HUD in 30 days and should be prepared in the format referred to in the Chapter 9 of the Section 8 Renewal Guide. The format includes a cover letter with a summary of the results of the RCS; completed HUD-92273-S8's for each unit type; photographs of the subject and comparables; narrative explaining all adjustments and any conditions unique to this RCS; and contact names and phone numbers for comparables. **Two (2) copies of the RCS should be provided to the PM:**

PM Name: Helen L. Ona

PM Address: 106 S St. Mary's St., Ste 405

PM City: San Antonio

PM State: TX

PM Zip: 78205

PM Email: [Helen.L.Ona@hud.gov](mailto:Helen.L.Ona@hud.gov)

PM Phone: (210) 475-6800 x 2258

**who is typically located in the HUD Multifamily Program Center in the State in which the project is located. One (1) copy of the RCS and the invoice should be provided to Michael D. Jones, GTR, 801 Cherry Street, Unit #45, Suite 2500, Fort Worth, Texas 76102, located in the Fort Worth Multifamily Hub.**

The contractor shall estimate market rental rates for each type of unit using Form HUD-92273-S8, "Estimates of Market Rent by Comparison". A separate HUD-92273-S8 shall be completed for each unit type as a minimum.

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[http://portal.hud.gov/portal/page/portal/HUD/program\\_offices/administration/hudclips/forms](http://portal.hud.gov/portal/page/portal/HUD/program_offices/administration/hudclips/forms). A minimum of 5 unassisted, non-subsidized, market rate comparables should be used. In cases where there are not five comparables, a minimum of 3 is acceptable. Although HUD-92273-S8 provides the appraiser with a systematic means of analyzing comparable rental units, local market conditions should dictate the impact, if any, of any given line item. There may also be characteristics not listed that do have measurable impact. Adjustments should be made to the comparables in accordance with typical appraisal practices to conclude an adjusted indicated market rent for that unit type. The Total Gross Rent Potential should then be calculated using the total of each unit type and the market rent.

Appraiser's bid should be inserted in the box below:

Quantity	Description	Bid Price
1 (3 copies)	Rent Comparability Study	\$

**Project Description:**

Insured  Uninsured

FHA Number: TX59-E000-052

Project Name: Laguna Apartments

Project Address: 1318 Waldron Rd.

City: Corpus Christi

State: TX

Zip: 78418

No. Units: 47

Net Rent Area:

Project Type: Garden

**Brief Description of Interior and Exterior Amenities:**

1BR - 42, 2BR - 5; net rent area is unknown

PM Completed By Name: Helen L. Ona

PM Email: Helen.L.Ona@hud.gov

**To Be Completed by Contracting:**

Appraiser Name:

Appraiser Email:



Appraiser's bid should be inserted in the box below:

Quantity	Description	Bid Price
1 (3 copies)	Rent Comparability Study	\$

**Project Description:**

Insured  Uninsured

FHA Number: TX59L000111

Project Name: Alician Manor Apartments

Project Address: 110 S Duval St.

City: Alice

State: TX

Zip: 78332

No. Units: 48

Net Rent Area:

Project Type: Garden

**Brief Description of Interior and Exterior Amenities:**

1 BR-14; 2 BR-24; 3 BR-10; Net Rent Area: Unknown

PM Completed By Name: Gloria Gonzales

PM Email: Gloria.Gonzales@hud.gov

**To Be Completed by Contracting:**

Appraiser Name:

Appraiser Email:

Schedule B

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**PM Name:** Helen L. Ona

**PM Address:** 615 E. Houston Street, Ste 347

**PM City:** San Antonio

**PM State:** TX

**PM Zip:** 78205

**PM Email:** Helen.L.Ona@hud.gov

**PM Phone:** 210.475.6870

**who is typically located in the HUD Multifamily Program Center in the State in which the project is located. One (1) copy of the RCS and the invoice should be provided to Michael D. Jones, GTR, 801 Cherry Street, Unit #45, Suite 2500, Fort Worth, Texas 76102, located in the Fort Worth Multifamily Hub.**

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[http://portal.hud.gov/portal/page/portal/HUD/program\\_offices/administration/hudclips/forms](http://portal.hud.gov/portal/page/portal/HUD/program_offices/administration/hudclips/forms). A minimum of 5 unassisted, non-subsidized, market rate comparables should be used. In cases where there are not five comparables, a minimum of 3 is acceptable. Although HUD-92273-S8 provides the appraiser with a systematic means of analyzing comparable rental units, local market conditions should dictate the impact, if any, of any given line item. There may also be characteristics not listed that do have measurable impact. Adjustments should be made to the comparables in accordance with typical appraisal practices to conclude an adjusted indicated market rent for that unit type. The Total Gross Rent Potential should then be calculated using the total of each unit type and the market rent.

Appraiser's bid should be inserted in the box below:

Quantity	Description	Bid Price
1 (3 copies)	Rent Comparability Study	\$

**Project Description:**

Insured  Uninsured

FHA Number: TX59-L000-117

Project Name: King Manor Apartments

Project Address: 1700 E. Kenedy Avenue

City: Kingsville

State: TX

Zip: 78363

No. Units: 24

Net Rent Area:

Project Type: Garden

**Brief Description of Interior and Exterior Amenities:**

1BR-2; 2BR-18; 3BR-4; net rent area is unknown

PM Completed By Name: Helen L. Ona

PM Email: Helen.L.Ona@hud.gov

**To Be Completed by Contracting:**

Appraiser Name:

Appraiser Email:

## SECTION C – DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

### Section 8 Comparability Study Support Services In accordance with the Section 8 Renewal Policy guidebook. Preparing Rent Comparability Studies

#### 1. GENERAL

- 1.1 The Department of Housing and Urban Development requires the preparation of Rent Comparability Studies (RCS) of properties that have entered into Section 8 subsidy contracts with HUD. The Section 8 Renewal Policy guidebook. “Guidance for the Renewal of Project-Based Section 8 Contracts,” states that Section 8 contract renewals are authorized under two provisions of the Multifamily Assisted Housing and Reform and Affordability Act of 1997 (MAHRA). Section 524(a) (1) and section 524 (a) (2). Under the provisions MAHRA, an owner is required to submit Rent Comparability Study prepared by a state certified General Appraiser to initially determine eligibility. HUD will separately obtain a rent comparability study developed by a certified General appraiser and will use that study to verify the accuracy of the owner’s comparability study and to determine ultimate eligibility. Under the immediate contract, the contractor shall prepare HUD’s Rent Comparability Studies. All Rent Comparability Studies prepared for the owner or for HUD will be prepared in accordance with chapter Nine, Rent Comparability Studies, in the section 8 Renewal Policy guidebook.
- 1.2 The contractor shall furnish all personnel, material, supplies, equipment, transportation, and facilities necessary to provide the services required by this contract.
- 1.3 Contractor and subcontractor employees.
  - 1.3.1 Appraiser Qualifications. Any appraiser performing substantive work on and signing an RCS under this contract shall be licensed as a Certified General Appraiser in good standing in the state where the subject property is located. The license may be temporary or permanent. The contractor shall not permit the certification and signature of an RCS by an appraiser who has an identity of interest with the ownership, management, or principals of those entities of the property for which the RCS is prepared. An identity of interest is defined as any relationship (generally based on family or financial interest) that exists which would reasonably give rise to a presumption that the parties to the transaction may not operate at arm’s length in establishing the estimate of market rents. The appraiser shall be active in performing RCSs or multifamily appraisals; meet USPAP competency requirements; and must have read the Section 8 Renewal Policy guidebook.
  - 1.3.2 The Section 8 Renewal Policy guidebook is available on line at:  
<http://www.hud.gov/offices/hsg/mfh/exp/guide/s8renew.pdf>
  - 1.3.3 Contractor and subcontractor personnel shall under no condition represent themselves as employees or agents of HUD or the Federal Government.
  - 1.3.4 The contractor shall ensure that its employees and subcontractors performing and signing an RCS are fully qualified to do so and have all required licenses and certifications.
  - 1.3.5 The contractor shall not employ or subcontract with any person who is a current or former civilian employee of the U.S. government if the employment of that person would create a conflict of interest, an appearance of any conflict, or otherwise conflict with Federal or HUD ethics rules. The contractor shall be responsible for resolving any actual or any appearance of a conflict of interest and shall not rely on HUD to resolve the issue through reassignment of workload or any other means.
  - 1.3.6 The contractor shall not be debarred or suspended from dealing with the Federal Government and shall not be under a Limited Denial of Participation (LDP) imposed by the Hub or Program Center having jurisdiction over Section 8 project.

## 2. DEFINITIONS

- 2.1 For the purpose of this contract
- 2.2 "Contracting Officer" (CO) means the HUD official with the authority to enter into, administer, and or terminate contracts and make related determinations on behalf of HUD.
- 2.3 "Contractor" means the individual, partnership, corporation, or other entity that is the party subject to the terms and conditions of this contract.
- 2.4 "GTR" means the Government Technical Representative appointed in writing by the Contracting Officer. The GTR is responsible for monitoring technical compliance with the provisions of this contract, including reviewing deliverables and providing technical guidance to the contractor.
- 2.5 "GTM" means the Government Technical Monitor appointed in writing by the Contracting Officer. The GTM is subordinate to the GTR and assists the GTR is monitoring the contractors.
- 2.6 "HUD" means the U.S. Department of Housing and Urban Development. The terms "Department," "Department of Housing and Urban Development," "HUD," and "Government" shall be synonymous and may be used interchangeably in this contract.
- 2.7 "Subject property" means the property for which the contractor is preparing a Rent Comparability Study. The terms "subject" and "subject project" shall be synonymous and may be used interchangeably in this contract.

## 3. TASKS

- 3.1 The contractor shall prepare a Rent Comparability Study (RCS) for each property as ordered under this contract. The RCS shall be prepared in accordance with Chapter Nine of the Section 8 Renewal Policy guidebook. The RCS itself shall comply with Section 9-14, Content of the Rent Comparability Study. NOTE: The Contractor is advised that the RCS required under this contract is technically a: "consultation" as defined under the Uniform Standards of Professional Practice (USPAP Standards available online [www.appraisalfoundation.org/uspap2000/toc](http://www.appraisalfoundation.org/uspap2000/toc)). Subject, in particular, to the Competency and Supplemental Standards Rules. If the contractor feels that a conflict exists relative to State or USPAP requirements he/she should invoke jurisdictional exception and comply with the Section 8 Renewal Policy guidebook.
  - 3.1.1 The RCS shall include all Section 8 units in the project, regardless of when the individual Section 8 contracts or stages are expiring and regardless of whether all Section 8 units are under single Section 8 contract.

Example: 100-unit project that has two stages, each consisting of 50 section 8 units. One stage is expiring in February, 2009, and the second is expiring in June 2009. The RCS shall include the units covered in both stages, i.e., all 100 units. The renewed Section 8 contract will be for all 100 units. The same approach shall be used with projects having multiple Section 8 contracts.
  - 3.1.2 To produce a RCS, the contractor shall first analyze the subject property. The contractor shall:
    - 3.1.2.1 Identify primary and secondary unit types. Appraisers must estimate a market rent for each Section 8 unit type, but comparable and Rent Grid will be required for only for primary unit types.
    - 3.1.2.2 Inspect and photograph the subject property
    - 3.1.2.3 Assess and describe the surrounding neighborhood
    - 3.1.2.4 Identify the project's market area.
    - 3.1.2.5 If the units being renewed are located on scattered sites, assess whether the sites vary significantly on condition, street appeal, services, neighborhood, or other factors.
- 3.2 The Contractor must select comparable units to the subject property's units. The Contractor shall:
  - 3.2.1 Strive for five comparables meeting six criteria. The units identify projects that would compete with the subject for tenants and that:
    - 3.2.1.1 Are in the same market areas as the subject property
    - 3.2.1.2 Are not receiving tenant rental assistance
    - 3.2.1.3 Have locations and neighborhood conditions similar to the subject's
    - 3.2.1.4 Are located in projects that are similar to the subject in terms of project structure and layout, design, street appeal, age, size, and unit mix, unit amenities, and utilities.

- 3.2.1.5 Provide services and have project amenities similar to those available at the subject project.
- 3.2.1.6 Are not rent restricted or rent controlled.
- 3.2.1.7 When five strong comparables do not exist, where rent-restricted units must be used as comparables, or where the housing is providing services for the elderly or disabled, the instructions in the guidebook, Section 9-10, B, C, and D must be consulted.
- 3.3 The contractor shall collect and document data on the comparable units.
  - 3.3.1 Collecting data. The contractor shall use the "Rent Grid" in Appendix 9-2 of the Section 8 Renewal Policy guidebook to collect data listed in Parts A through E of the Rent Grid. The appraiser must:
    - 3.3.1.1 Independently verify any information pulled from existing files, internet researcher, newspaper ads, or apartment guides.
    - 3.3.1.2 View each comparable's grounds and exterior common areas. If possible also view interior common areas.
    - 3.3.1.3 Take color photos of each comparable's exterior, showing location on the site and exterior design and condition.
    - 3.3.1.4 If the comparable project is in a different market area than the subject, the Contractor must collect market-based data to compare the rent levels in the two markets.
    - 3.3.1.5 Obtain the unit's rentable interior square footage
    - 3.3.1.6 Talk with management to obtain overall occupancy rates for the project, typical and current occupancy levels specific to the unit type used as a comparable and whether any unit type is particularly difficult to rent.
  - 3.3.2 Identifying non-shelter services. The Contractor should determine if the project provides non-shelter services. The Contractor should also identify which services are included in the rent and which are covered by additional fees residents pay.
  - 3.3.3 Reporting comparable data. The Contractor shall report the data collected by completing the data columns of the Rent Grid for each primary unit type. In the Scope of Work section the RCS, the Contractor must identify any data that was unobtainable or estimated and all efforts to obtain the data.
- 3.4 The Contractor shall use the Rent Grid to derive an adjustment rent for each comparable. The Contractor shall:
  - 3.4.1 Compute an effective rent by adjusting the most recently charged rent factors listed in Part A of the Grid.
  - 3.4.2 Determine which differences between the subjects to determine what rent the comparable unit would obtain if the comparable unit would affect the amount of rent typical applicant would be willing to pay in the subject's market area.
  - 3.4.3 Adjust the comparable's rent by the amount the tenants in the subject's market area would typically pay for that difference
  - 3.4.4 Adjust the comparable to the subject to determine what rent the comparable would obtain if the comparable were nearly identical to the subject.
  - 3.4.5 Provide concise, but complete explanations as to why the adjustments were made and how the dollar values were derived.
    - 3.4.5.1 No adjustments may be made for the fact that a rent is restricted
    - 3.4.5.2 Comparables located in a different market area from the subject must be adjusted for any significant differences in rent levels between the two areas.
    - 3.4.5.3 If utilities are included in the subject's rent, but not in the rent of the comparable (or vice versa), the Contractor must estimate the rental value of that utility and adjust accordingly.
    - 3.4.5.4 If a project is seeking to mark up or down to market rent, the Contractor must value adjustments for non-shelter services. See Section 9-12.C.4 in the guidebook.
- 3.5 Deriving estimated market rents called "correlated rent" in earlier RCS guide Notices). For each primary unit type, the Contractor must analyze the adjusted rents and determine what point in that range of adjusted rents best represents the rent subject could most probably obtain.
- 3.6 Preparing the Rent Grid (HUD 92272-S8). The Contractor must use the Rent Grid to document both characteristics of the subject and the comparables and the adjustments made for differences between a comparable and the subject.
  - 3.6.1 A Rent Grid is required only for each primary unit type. For secondary unit types, the Contractor needs to complete an entire grid. Instead, the Contractor may start with the market rent for a primary and adjust for the minor difference(s) between the secondary type and the related primary type. Appraisers must explain why adjustments were made and how they were made.
  - 3.6.2 The Contractor may manually type entries onto a hard copy form of the Rent Grid. But HUD encourages use of the Excel file in Appendix 9-2 of the guidebook. The Excel version <http://www.hud.gov/offices/hsg/mfh/exp/guide/s8renew.pdf>

#### **4. Deliverable and Schedule Requirements**

- 4.1 No later than the end of the period of performance for each line item, the contractor shall submit to the GTM two sets of the following:
- 4.1.1 A dated and signed cover letter addressed to the GTM clearly summarizing the results of the RCS.
  - 4.1.2 Scope of Work.
  - 4.1.3 Description of the Subject (including color photographs).
  - 4.1.4 Identification of the Subject's Market Area.
  - 4.1.5 Description of the Neighborhood.
  - 4.1.6 Narrative Describing Selection of Comparables.
  - 4.1.7 Locator Map for Subject and Comparables.
  - 4.1.8 Rent Comparability Grid each Primary Unit type.
  - 4.1.9 Completed form HUD-92273-S8, including the appraiser's signature, state and license number, date and certification (USPAP).
  - 4.1.10 Complete narrative discussion explaining all adjustments deductions made to each comparable on the Form HUD-92273-S8. (One set of explanations for each Rent Grid)
  - 4.1.11 Comparable Rent Comparable Profile Sheet (including color Photograph).
  - 4.1.12 Appraiser's Certification
  - 4.1.13 Copy of Appraiser's License (Permanent or temporary).
- 4.2 The Contractor shall be responsible for reviewing and ensuring the accuracy and completeness of all deliverables submitted under the contract regardless of who actually performs the consultative work required to complete the RCSs.

#### **5. Method of Payment**

- 5.1 The Contractor shall provide an invoice on his letterhead one (1) copy with the RCS to the GTM and one (1) copy to the GTR. The invoice shall include Purchase order Number (Block 3 of Form 347 he received) and the Contract Number (Block 9 of the Form 347 he received). Payment to the contractor for the services described above will be made via direct deposit to an account designated by the contractor by completing Form 1199A. If the contractor has not already completed this form a completed one will need to accompany the invoice.

#### **6. Point of Contact**

For information regarding the Statement of Work please call **Joe Pennel (817) 978-5767**. Appraisers may download **electronic versions of the information required to complete this at the link below:**  
<http://www.hud.gov/offices/hsg/mfh/exp/guide/s8renew.pdf>  
**The Rent Grid or HUD 92273-S8 may also be downloaded at [www.hudclips.org](http://www.hudclips.org)**

#### **7. Offer Qualifications**

**All offerors shall provide copies of current licenses and certifications for all appraisers proposed to perform substantive work on and sign RCS's under the proposed contract.**

**SAP PROVISIONS AND CLAUSES FOR THE PURCHASE OF SERVICES AND SUPPLIES  
(6-1-11)**

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

**[X] 52.204-8 Annual Representations and Certifications (May 2012)**

- (a) (1) The North American Industry classification System (NAICS) code for this acquisition is 531320 [insert NAICS code].
- (2) The small business size standard is 2 MILLION [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (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 \$150,000.
- (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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 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.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 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.
- (x) 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.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 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.

(xiii) 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.

(xiv) 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.

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

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

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) 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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 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) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

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

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

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

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 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 <https://www.acquisition.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.

**PURCHASE ORDER GENERAL CLAUSES**

**[X] FAR 52.204-7 Central Contractor Registration (Aug 2012)**

(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 <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

**[x]52.213-4 -- Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Aug 2012)**

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

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

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (v) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2008).
- (v) 52.233-1, Disputes (July 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (Jan 2011).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

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

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

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).
- (ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (iii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (v) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793) (Applies to contracts over \$15,000, 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.)
- (vi) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vii) 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.)

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 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.)

(x) 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.)

(xi) 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.)

(xii) 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.)

(xiii) 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 (Dec 2010) (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): **Federal Acquisition Regulation Clauses and Provisions:** <http://www.arnet.gov/far> **U.S. Dept of HUD Regulation Clauses and Provisions:** <http://www.hud.gov/offices/cpo/hudar.cfm>

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

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

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

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

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting

the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

(End of Clause)

**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)**

**[ X ] 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.

**[X] 52.219-6 Notice of Total Small Business Set-Aside (Nov 2011)**

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

**[ ] 52.243-1 Changes - Fixed Price. (AUG 1987)**

**SPECIFIC SERVICE CLAUSES**

**[ X ] 2452.237-70 Key personnel (FEB 2006)**

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

(b) The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer. Key personnel shall perform as follows: *[List Key Personnel and/or positions, and tasks, percentage of effort, number of hours, etc., for which they are responsible, as applicable.]*

**[X] 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 Mike Jones 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.

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

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits

**[ ] 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (Sept 09)**

**[X] 52.243-1 Changes-Fixed Price Alternate I (APR 1984)**

**INSTRUCTIONS TO OFFERORS - Offerors shall submit the following with their quote:**

1. Three references
2. For each appraiser, a copy of resume
3. For each appraiser, a copy of certification
4. For each appraiser, a copy of license

**EVALUATION:** The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

PRICE

PAST PERFORMANCE (Note: Three references with name and telephone number of customers for whom similar services were performed)

TECHNICAL: Proof of qualification to perform this service.

Technical and past performance, when combined, are equal to price.

**QUOTE SUBMISSION:** Quotes will only be accepted via email to [Thomas.L.Youngs@hud.gov](mailto:Thomas.L.Youngs@hud.gov). Email addresses to be included in the Cc line are [Cathy.J.Baker@hud.gov](mailto:Cathy.J.Baker@hud.gov), [Kenneth.G.Truesdale@hud.gov](mailto:Kenneth.G.Truesdale@hud.gov), [Brian.E.Sonnier@hud.gov](mailto:Brian.E.Sonnier@hud.gov) and [Terri.Jo.Cranfill@hud.gov](mailto:Terri.Jo.Cranfill@hud.gov).

All quotes must be received before the date/time identified in block 10 of the SF-18.