



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

Western Field Contracting Operations (NFW)  
1670 Broadway, 23<sup>rd</sup> Floor  
Denver, CO 80202-4801  
(303) 672-5281  
FAX (303) 672-5062

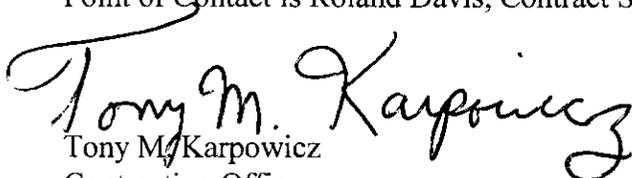
OFFICE OF THE CHIEF  
PROCUREMENT OFFICER  
July 14, 2011

Dear Potential Quoter:

**RFQ Number: Q1D8AAC0004**  
**Title: Closing Agent Services for the Territory of Guam**  
**Opening Date: July 14, 2011**  
**Closing Date: July 25, 2011**

This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued. This solicitation documents and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-49. This solicitation is a set aside for small businesses. The North American Classification System (NAICS) Code is 541191. The period of performance for the base period is 12 months with four one year option periods.

Offers are due July 25, 2011 at 2PM MDT. Offers shall be submitted by email to [Roland.Davis@hud.gov](mailto:Roland.Davis@hud.gov). Please limit the email size to 500 MB, Written questions will be accepted until July 18, 2011 at 3:30 PM MDT. Written questions should be emailed to [Roland.Davis@hud.gov](mailto:Roland.Davis@hud.gov). Emailed offers will be deemed received as of the date and time recorded by HUD's email system as being received in the Inbox at the email address stated. Point of Contact is Roland Davis, Contract Specialist 303.672.5014, FAX 303.672.5062.

  
Tony M. Karpowicz  
Contracting Officer

**REQUEST FOR QUOTATIONS**  
(THIS IS NOT AN ORDER)

THIS RFQ  IS IS NOT A SMALL BUSINESS SET ASIDE

1. REQUEST NO. Q1D8AAC0004	2. DATE ISSUED 07/07/2011	3. REQUISITION/PURCHASE REQUEST NO. R19JH0194/SANTA ANA	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY HUD Denver Contracting Operations 1670 Broadway, 23rd Floor Denver CO 802024801			6. DELIVER BY (Date) 07/25/2011	
5B. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER	
NAME ROLAND DAVIS		TELEPHONE NUMBER (303) 672-5281 ext		
Fax: (303) 672-5062		9. DESTINATION		
8. TO:			a. NAME OF CONSIGNEE HSNG, SANTA ANA S/F HOMEOWNERSHIP CENTER	
a. NAME		b. COMPANY To All Offerors	b. STREET ADDRESS. Santa Ana Federal Building 34 Civic Center Plaza	
c. STREET ADDRESS.			c. CITY SANTA ANA	
d. CITY	e. STATE	f. ZIP CODE	d. STATE CA	e. ZIP CODE 92701-4003
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date)  07/25/2011		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. 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 OR SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	OTHR PROFESSIONAL SERVICES Closing Agent Service for the Territory of Guam - Base year plus four one year option periods.  See Paragraph PO.4 - Price Schedule	0.00	QTY		

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

NOTE: Additional provisions and representations  are  are not attached.

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

**PAGE 2 – FUNDING TO BE INCLUDED  
UPON AWARD**

## DESCRIPTION OF SERVICES

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### PO.1 COMBINED SYNOPSIS/SOLICITATION DESCRIPTION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued.

- 1.1 Q1D8AAC0004 is issued as a request for quotation (RFQ).
- 1.2 The NAICS code is 541191 and the size standard for a small business concern is \$7 million
- 1.3 This contract has a base period of one year plus four one year option periods..
- 1.4 **SERVICES**

The contractor shall provide closing services for the U.S. Department of Housing and Urban Development (HUD) on HUD-owned single family properties (1-4 units) located in the geographic area under the jurisdiction of the Santa Ana Homeownership Center (SAHOC). It is HUD's intent to closely mirror the customary closing practices in this geographic area.

### PO.2 GEOGRAPHIC AREA

Territory of Guam

### PO.3 MINIMUMS, MAXIMUMS, AND ESTIMATES

- 3.1. The government will order a minimum quantity of 1 closing during the life of this contract, including all options and does not guarantee the maximum quantity of 50 closings. However, the maximum quantity to be ordered will not exceed the maximums set forth. The estimated quantity of 6 closings for the basic period and 6 closings for each option periods are an estimate only.
- 3.2. The quantities delineated above represent closed actions only. The minimum and maximum quantities do not include aborted closings or cancellations.
- 3.3. HUD reserves the right to unilaterally increase or selectively assign properties in geographic areas or to administratively revise the geographic area in accordance with the Changes Clauses of the contract, if such action is determined to be in the best interest of the government. HUD is under no obligation to assign properties exceeding the minimum quantity specified above.

### PO.4 PRICE SCHEDULE

The unit price per closing specified herein shall be inclusive of all customary escrow services costs, including the cost of phones, postage, shipping, delivery costs, courier costs, express mail, wire transfer fees, notary fees, faxing, document reproducing, insurance, and all other office requirements as referenced in this contract. Costs of preliminary title may be charged to HUD, in addition to the contract unit price, should the buyer not choose to purchase title insurance. Reasonable and customary signing fees for closings taking place outside the contractor's main office will be paid by HUD.

CONTRACT LINE ITEM NUMBER	PERFORMANCE PERIOD	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED VALUE
CLIN 0001	BASE PERIOD	EA	6	\$	\$
CLIN 0002	OPTION PERIOD 1	EA	6	\$	\$
CLIN 0003	OPTION PERIOD 2	EA	6	\$	\$
CLIN 0004	OPTION PERIOD 3	EA	6	\$	\$
CLIN 0005	OPTION PERIOD 4	EA	6	\$	\$
<b>ESTIMATED TOTAL VALUE OF ALL PERIODS</b>					\$ _____

**PO.5 FAR 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>

**5.1 FAR Provision 52.212-1 Instructions to Offerors-Commercial (JUN 2008) (see Attachment 1)**

**5.2 REPRESENTATIONS AND CERTIFICATIONS**

Offerors are advised to include a completed copy of the FAR provision 52.212-3 (see **Attachment 2**), Offeror Representations and Certifications-Commercial Items (MAY 2011), with their offers or state if annual representations and certifications are electronically completed via the ORCA website at <http://orca.bpn.gov>.

**PO.6 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses apply to an Indefinite Quantity Fixed Unit Rate type contract and are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" found in para 7.7 of this contract. The full text of a clause may be accessed electronically at the website listed in section PO.5.

**6.1 FAR Clause 52.212-4, Contract Terms and Conditions-Commercial Items (JUN 2010). (see Attachment 3)**

**6.2 FAR Clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (MAY 2011). (The additional FAR clauses cited in FAR clause 52.212-5 that are applicable to this acquisition are set forth in Attachment 4.)**

**6.3 FAR 52.216-18 Ordering (OCT 1995)**

**6.4 FAR 52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)**

**6.5 FAR 52.243-1 Changes-Fixed Price Alternate I (AUG 1997)**

**PO.7** The following FAR clauses are hereby incorporated in full text.

**7.1 FAR 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 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.

(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; and (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.

## **7.2 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* Is 1 closing.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of 50 closings;

(2) Any order for a combination of items in excess of 50 closings;

(3) Series of orders...within 30 days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.

(c) The Contractor shall honor any order exceeding the maximum order (b) unless that order(s) is returned within two days after issuance, with written notice stating the Contractor’s intent not to ship the item(s) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## **7.3 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)** (d) ....the Contractor shall not be required to make any deliveries ... after 60 days after contract expiration.

## **7.4 FAR Clause 52.217-8, Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

## **7.5 FAR 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 20 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 8 months.

**7.6 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 USC 5341 or 5332.

This Statement Is For Information Only: It Is Not A Wage Determination

<u>Employee Class</u>	<u>Monetary Wage Plus Fringe Benefits</u>
General Clerk III	\$19.09
Secretary III	\$21.01
Paralegal/Legal Assistant III	\$33.22

**7.7 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

The 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 the address(s) in section PO.5.

**PO. 8 ADDITIONAL PROVISIONS/TERMS AND CONDITIONS**

The following HUDAR clauses are hereby incorporated by reference. The full text can be viewed at:

<http://hud.gov/offices/cpo/hudar.cfm>

**8.1 HUDAR 2452.246-70 Inspection and Acceptance (FEB 2006)****PO.9 The following HUDAR clauses are hereby incorporated in full text:****9.1 HUDAR 2452.203-70 PROHIBITION AGAINST THE USE OF GOVERNMENT EMPLOYEES (FEB 2006)**

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to government employees or a business concern or other organization owned or substantially owned or controlled by one or more government employees. For the purposes of this contract, this prohibition against the use of government employees includes any work performed by the contractor or any of its employees, subcontractors, or consultants.

**9.2 HUDAR 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1984)**

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

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The contractor's objectivity in performing the contract work may be impaired.

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

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

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

**9.2 HUDAR 2452.216-76 Minimum and Maximum Quantities and Amounts for Order (Feb 2006)**

The minimum quantity and/or amount to be ordered under this contract shall not be less than the minimum quantity and/or amount shown in the following table. The maximum quantity and/or amount to be ordered under this contract shall not exceed the maximum quantity and/or amount shown in the table.

For the entire contract period, including the base period and all option periods, the minimum and maximum quantities are:

Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	\$ N/A	50	\$ N/A

**9.3 HUDAR 2452.216-78 Ordering Procedures (Feb 2006) (Alternate I)**

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

*Alternate I (FEB 2006).* As prescribed in 2416.506-70(d), add paragraph (b):

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

**To be filled in at time of award.**

**9.4 HUDAR 2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (FEB 2006)**

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract meets all applicable standards for accessibility to persons with disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and any implementing regulations of the Department. The contractor shall be responsible for ascertaining the specific accessibility needs (e.g., sign language interpreters) for each meeting, conference, or seminar in light of the known or anticipated attendees.

**9.5 HUDAR 2452.232-70 Payment Schedule and Invoice Submission (Fixed-Price) (FEB 2008) (Deviation)**

(a) **General.** The Government shall pay the Contractor as full compensation for all work required, performed and accepted or assessed under this contract, inclusive of all costs and expenses, the fixed unit price stated in Section B, Paragraph B.4, Price Schedule, of this contract.

(b) Not applicable.

(c) **Submission of Invoices.** The Contractor shall submit all invoices to the GTR for approval. After approval, the original invoice, SAMS-1106, and copies of supporting documentation including GTR approval shall be forwarded to the AM. Invoices for over-wired funds shall be submitted immediately after closing to facilitate reconciliation. The Contractor shall prepare, sign and submit a completed Invoice on Letterhead and a From SAMS-1106. To assist the Government in making timely payments, the Contractor is requested to clearly indicate on the mailing envelope that an invoice is enclosed. When the Contractor has been approved for EFT payments, invoice packages shall be scanned and sent to the GTR electronically. Reimbursements of post-closing disbursement shall be submitted to the GTR for pre-approval and authorization. The request package shall include: 1) original closing agent invoice 2) invoice on Contractor's letterhead describing why the payment after closing is required along with substantiating documentation; 3) statement from entity (i.e., taxing authority, utility company, HOA); 4) copy of the final HUD-1; and 5) copy of Contractor's check to billing entity.

(d) A copy of all invoices, without supporting documentation, shall be submitted to the CO. The final invoice shall not be paid prior to certification by the CO that all work has been completed and accepted.

(e) To assist the government in making timely payments, the contractor is requested to include on each voucher the appropriation number shown on page 2 of the award document. The contractor is also requested to clearly indicate on the mailing envelope that a payment voucher is enclosed.

(f) **Contractor Remittance Information.** The contractor shall provide the payment office with all information required by other payment clauses or other supplemental information (e.g., contracts for commercial services) contained in this contract.

**9.6 HUDAR 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: [*List Key Personnel and/or positions, and tasks, percentage of effort, number of hours, etc., for which they are responsible, as applicable.*]

**\* KEY PERSONNEL**

<u>Name</u>	<u>Position</u>	<u>Task or Function &amp; % of effort</u>	<u>Telephone</u>	<u>E-mail Address</u>

\* Note: Key Personnel - Contractor must complete the above. (Do not use all lines if not needed. Add more lines if needed.)

**PO.10 SUBMISSION OF OFFERS**

Offers are due by **July 25, 2011 at 2PM MDT**. Offers shall be submitted by email to the Contract Specialist at [Roland.Davis@hud.gov](mailto:Roland.Davis@hud.gov). Please limit the email size to 500 MB. NOTE: Questions regarding the submission of offers or requirements of the contract must be submitted via email before **July 18, 2011 at 3:30 PM MDT**. **Emailed proposals will be deemed received as of the date and time recorded by HUD's email system as being received in the Inbox at the email address stated herein.**

**PO.11 AS 1302 POSTAWARD CONFERENCE**

The contractor shall be required to attend a post-award teleconference. The time and date for the post-award teleconference will be determined upon contract award. The Contracting Officer or designee will notify the contractor of the date and time of the teleconference.

**PO.12 AUTHORIZED INDIVIDUALS\***

The following individuals are the only persons authorized to negotiate the contract on behalf of the contractor.

NAME	TITLE
_____	_____
_____	_____
_____	_____

\*To be completed by Contractor

**PO.13 PLACE OF PERFORMANCE\***

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\*To be completed by Contractor

**PO.14 WAGE DETERMINATION APPLICABLE**

The wage determination applicable to this contract will be listed here at the time of contract award.

NUMBER	REVISION	DATED
2005-2147	13	06/13/2011

**PO.15 REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)**

In providing any closing services in connection with this contract, the contractor shall not violate the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq.

**PO.16 PROHIBITIONS**

- (a) Title Services. HUD and its agents shall not require directly or indirectly, as a condition of sale or closing that title insurance covering the property be purchased by the buyer from any particular title company. The contractor shall inform the buyer in writing of opportunities to purchase title insurance from multiple firms.
- (b) Purchases. To ensure there is no potential for, or appearance of, a conflict of interest, the contractor, employees, and any affiliates, are expressly prohibited from purchasing HUD-owned properties or being a selling broker on such properties while performing under this contract.
- (c) Mark ups. The contractor shall not "mark up" any fees charged to the buyers or HUD from a third party. Only actual and authorized costs of fees may be charged to buyers or HUD.

**PO.17 BACKGROUND**

**17.1 Single Family Mortgage Insurance Program.** The Federal Housing Administration (FHA), an organizational unit within the United States Department of Housing and Urban Development (HUD), administers the Single Family Mortgage Insurance Program. Upon default and foreclosure of an FHA insured loan, the lender files a claim for insurance benefits. In exchange for payment of a claim, a lender conveys a foreclosed property to HUD. HUD, through a Management and Marketing (AM) contractor, then manages and sells a sizable inventory of single family homes in a manner that promotes home ownership, preserves communities, and maximizes return to the FHA insurance fund. To complete the sales of the properties, HUD requires the services of Closing Agent Contractors (referred to as "Contractor" hereafter) to perform all necessary closing activities on its behalf.

**17.2 Interaction / Impact.** Performance under this contract will involve interaction with homebuyers and their representatives in the real estate community, mortgage lenders, non-profit housing and advocacy organizations, staff from HUD's HOC, and service providers under contract to HUD such as the AM contractors. Additionally, this contract may be impacted by changes in regulation, legislation, or housing policy initiatives identified by the White House or the HUD Secretary.

**PO.18 SCOPE OF REQUIREMENTS**

**18.1 Purpose.** This is a fixed unit rate contract with a single unit price per completed closing. The Contractor shall proactively work with HUD's AM contractors, any successive contractors, the Government Technical Representative (GTR), and Government Technical Monitor (GTM) to ensure closings are performed timely. The Contractor shall perform to meet or exceed the performance standards specified in this contract.

**18.2 Objectives.** The primary objectives of this contract are to:

- 18.2.1** Ensure HUD's interests are proactively represented at the sales closing;
- 18.2.2** Ensure the transaction is closed as soon as possible after signing of the sales contract;
- 18.2.3** Ensure HUD funds received are accurately and timely provided to the U.S. Treasury;
- 18.2.4** Ensure the closings are accomplished with error-free closing documents; and
- 18.2.5** Ensure the Deed is properly recorded in the buyer's name.

**18.3 Results and Outputs.** The Contractor's performance under this contract shall ensure:

- 18.3.1** Closings are fully and accurately completed in the shortest time frame possible but no later than the date specified in the sales contract (unless an extension of time to close has been approved);
- 18.3.2** Accurate HUD funds are transferred to the U.S. Treasury with few or no corrections;
- 18.3.3** The Contractor's internal quality control includes identifying and correcting errors in processing requirements;
- 18.3.4** A positive image of HUD through customer service surveys revealing the Contractor is providing the highest level of customer service to purchasers; and
- 18.3.5** Recording deeds to ensure properties are accurately removed from inventory.

**PO.19 DEFINITIONS/ACRONYMS – For purposes of this contract, the following definitions/acronyms shall apply:**

**AFFILIATE** - Any firm or individual in which the Contractor, any principal officers, managers or staff, or immediate family members have any identity of interest. This would include, but is not limited to, interests through investment, common ownership, joint venture, subcontracting relationship, or familial relationship.

**ASSET CONTROL AREA (ACA)** – An agreement between HUD and a local county or state government or approved nonprofit organization to purchase HUD-owned Properties and future HUD acquisitions in an established area.

**ASSIGNED CLOSING** – A sales transaction for which the Contractor has received an executed copy of the Sales Contract (HUD-9548) from the AM.

**BROKER** – An individual that is approved and authorized to sell HUD homes.

**CLOSING or SALES CLOSING** – The meeting at which the real estate transaction covered by the HUD-9548, executed by HUD and a purchaser is consummated, including (1) execution or delivery (or both) of all necessary documentation (in proper form), (2) funding of the purchase price and (3) disbursement of all proceeds in accordance with the HUD-1 settlement statement.

**CONTRACT ADMINISTRATOR (CA)** – A HUD official with the authority to administrator and/or monitor contractor performance in accordance with terms and conditions of the contract.

**CONTRACTING OFFICER** - A HUD official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

**DAY** – Unless otherwise specified in the contract, a calendar day.

**FHA** - Federal Housing Administration.

**GNND** – Good Neighbor Next Door

**GTM** - Government Technical Monitor.

**GTR** - Government Technical Representative.

**HUD** - U.S. Department of Housing and Urban Development. The terms “Department of Housing and Urban Development”, “Department”, “HUD”, “Seller” and “Government” shall be synonymous and may be used interchangeably in this contract.

**IDENTITY OF INTEREST** – An individual, corporation, partnership, joint venture, limited liability company, or other entity directly or indirectly controlling or controlled by or under the direct or indirect common control with the Contractor. This includes one in which the owners, managers, principal officers, or staff have any familial relationship with the owners, managers, principal officers, or staff of the Contractor.

**KEY PERSONNEL** - For this contract are defined as the on-site contract manager, and alternate contract manager, responsible to oversee document preparation, and closings. Additionally, the person responsible for contract performance by the Contractor and anyone who may make decisions on his/her behalf (i.e. President, Legal Assistant, etc.) will be considered as key personnel.

**ASSET MANAGEMENT (AM)** - The AM is under contract to HUD to handle all day-to-day activities regarding the HUD inventory and will normally be the entity designated to act on behalf of HUD with regard to sales closings and assignments of sales contracts to the Closing Agent.

**METHOD OF SURVEILLANCE** - The primary inspection methods the Government will use to evaluate the Contractor's performance in meeting the performance requirements.

**OFFICE** - A place of business, located within the boundaries of the geographical area covered in the contract, which is fully staffed and equipped to perform all the requirements of the contract.

**PERFORMANCE STANDARD** - The performance requirement for each listed service that to which the Contractor is required to perform.

**SCHEDULED CLOSING** – A closing is considered to be a scheduled closing when an approved pre-closing package has been received from the AM.

**SERVICE REQUIREMENT** - The primary performance requirements specified in the PWS. Only those requirements deemed to be most important are listed with an established standard.

**SUBCONTRACTOR** - A supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor in the performance of the prime contract.

**TABLE FUNDED** - All funds in the transaction are received and disbursed at time of closing. Table funding is required

unless table funding is prohibited by state statute and approval has been given by the GTR.

**THIRD PARTY CLOSING** - Any instance where a purchaser/funding lender uses a Closing Agent other than HUD's contracted Closing Agent. This does not include subcontractors of the Contractor.

**TITLE SEARCH** - A written report that indicates the status of a tract of real property. This report must be produced by a reputable individual, attorney or a firm specializing and trained in searching public records.

## **PO.20 TASKS AND DELIVERABLES**

**20.1 Task 1: General Requirements.** The primary objective is to perform closings of HUD-owned properties as quickly as possible, and at an acceptable office location. Normally a purchaser is allowed from 30 to 60 calendar days to close the transaction. However, from time to time, HUD may offer special incentive programs to homebuyers to close in a shorter period of time, such as 15 days after contract signing. The Contractor shall coordinate with the AM to accomplish the closing within the allotted time frame unless an extension is necessary due to circumstances outside of the Contractor's control.

### **20.1.1 Office/Manager.**

**20.1.1.1** The Contractor shall establish and maintain a fully staffed, equipped, and supplied office in the geographic area of the contract and provide all necessary facilities, materials, supplies, equipment, supervision, and personnel, to perform the real estate closing services, as required in this PWS. The Contractor shall take proper health and safety precautions to protect workers, the public and the property of others. The Contractor shall maintain the office to manage assigned properties and provide service from 8:00 AM to 4:30 PM, local time in the geographic area, Monday through Friday, with the exception of recognized Federal holidays and other industry-accepted days to be closed, as discussed and agreed upon between the GTR or Contracting Officer and the Contractor at or subsequent to the Post Award Conference.

**20.1.1.2** Additionally, the Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the Contracting Officer and GTR. Both individuals shall be considered Key Personnel and be located in this geographic area. The contract manager or alternate shall be available during normal working hours to meet with HUD staff to discuss problem areas and shall have full authority to act for the Contractor on all contract matters relating to daily operations of this contract.

**20.1.2 Licenses, Insurance, Certifications and Permits.** The Contractor shall obtain any and all necessary licenses, insurance, certifications, and permits required for the performance of the contract (whether required by common law, practice or otherwise) and comply with any federal, state, county, municipal and local laws, codes and regulations and restrictions applicable to the performance under this contract. For example, some lenders may require some type of insurance guarantee, such as Errors and Omissions (E & O) Insurance or an Insured Closing Protection Letter (ICPL), before transferring funds. The Contractor and/or their subcontractors must comply with these requirements without additional compensation.

The contractor shall provide evidence of all necessary licenses, insurance, certifications and permits to the GTR upon request.

When any federal, state, county, municipal and local laws, codes, regulations and restrictions conflict with HUD requirements, the Contractor shall notify the GTR or GTM and the Contracting Officer within 1 day of discovery.

### **20.1.3 Escrow Account.**

**20.1.3.1** The Contractor shall establish a non-interest bearing escrow account (unless state law requires an interest bearing account, in which case, documentation to verify this distinction must be provided to the GTR and Contracting Officer) for all sales proceeds, including earnest money deposits, extension fees, loan proceeds, and purchaser's funds presented at closing, in the name of the Contractor with the restriction: "As Trustee for the U.S. Department of Housing and Urban Development." All distribution of funds shall be made from this account. The cost of maintaining and operating this account is at the expense of the Contractor. This escrow account shall be used only for purposes of

this contract and, in the event the Contractor has multiple contracts with HUD, the Contractor shall ensure that a separate account is maintained for each contract area and shall not co-mingle funds among areas. The escrow account shall be established in a bank that gives credit for deposited funds immediately upon clearance, and has the capacity to transmit all of the information contained in the SAMS-1103. The contractor shall enter into a letter of agreement with its bank that upon demand by HUD the account will be re-titled into HUD's name (Please reference attachment in Section J for sample of Trust Account Letter Agreement). The contractor is to be the sole custodian of the HUD Trust account. The contractor may not subordinate HUD Trust account responsibilities or allow account access to its affiliates or subcontractors. If at any time the Contractor is unable to continue compliance with these requirements, the Contractor shall immediately notify the GTR or GTM and the Contracting Officer. Such notification shall include proposed actions to achieve compliance. The Contractor shall retain all its bank records, including but not limited to, deposit slips and monthly bank statements, and shall make them available to the GTR, GTM, or Contracting Officer upon request.

- 20.1.3.2** As soon as possible following termination or expiration of this contract, but no later than 90 days following such action, the Contractor shall close the escrow account and provide HUD with a cashier's check for the balance in the account along with an appropriate reconciliation of all funds covered by said cashier's check, including a copy of the final bank statement showing a zero balance in the account.
- 20.1.3.3** During the course of the contract, the escrow account cannot be changed or moved without prior written approval of the Contracting Officer.
- 20.1.4 Customer Service.** Inasmuch as the Contractor's performance reflects directly on the Department, customer service is a priority under this contract. The Contractor shall work to perform the highest level of customer service to HUD's homebuyers and real estate brokers. Customer satisfaction surveys will be used by HUD to evaluate the Closing Agent's and the AM's performance from the perspective of the purchaser and the real estate broker. At closing, the Contractor shall provide the Homeowner Satisfaction Survey (attachment 3) to the purchaser and the Real Estate Broker Satisfaction Survey (attachment 4) to the real estate broker with a postage pre-paid envelope addressed to HUD at:

Department of Housing and Urban Development  
Santa Ana Homeownership Center, REO Division  
34 Civic Center Drive  
Santa Ana, CA 97201-4003.

If the real estate broker is not present at the closing, the Real Estate Broker Satisfaction Survey and return envelope shall be mailed with the commission check to the broker.

- 20.1.4.1** HUD may unilaterally change the text and format, as well as the procedure for distribution of the survey and will notify the Contractor of all changes.
- 20.1.5 Records Maintenance.**
- 20.1.5.1** Throughout the entire life of the contract the Contractor shall maintain a system of record keeping that will ensure documents are:
- 20.1.5.1.1** Properly and promptly filed upon receipt;
  - 20.1.5.1.2** Not lost or misplaced;
  - 20.1.5.1.3** Easily and promptly retrieved upon request by the GTR or GTM, Contracting Officer, or any other authorized person; and
  - 20.1.5.1.4** Maintained with complete confidentiality, with access limited to only authorize employees of the contractor and representatives of the Government.
- 20.1.5.2** Not later than 90 days after the close of each Government fiscal year (September 30) or the expiration or termination of the contract, the Contractor shall prepare all closing files from the fiscal year completed and have them stored at Contractor's expense for a period of three years after contract expiration. HUD shall have access to all records upon request. After three years, records shall be

disposed of, maintaining confidentiality of all data. At a minimum, all records shall include the following documents:

- 20.1.5.2.1 Proof of deposits for the escrow account;
- 20.1.5.2.2 Proof of wire transfer of proceeds to the U.S. Treasury;
- 20.1.5.2.3 Copies of checks for disbursements (each check shall include the property address, FHA case number, and notation of type of expense);
- 20.1.5.2.4 A log of all payments made (reflecting the FHA case number, date, payee, amount, purpose, and if payment was made at closing or outside of closing); and
- 20.1.5.2.5 Copies of each document related to the closing performed.

#### **20.1.6 Subcontracting.**

The Contractor shall ensure that any subcontractor providing services on behalf of the Contractor has been approved by the Contracting Officer prior to any such performance, either through identification in the technical submission or by separate notification. Such notification shall completely disclose the subcontractor services being provided and the fee arrangements by which the subcontractor is paid for services provided under this contract. Additionally, the subcontractor shall not have a negative performance history or be suspended or otherwise prohibited from doing business with the Government. The contractor shall check the Excluded Parties List System at <https://www.epls.gov/> to ensure subcontractors and all their principal management are not prohibited. The contractor shall also check HUD's list of Limited Denial of Participation (LDP) at <http://www.hud.gov/offices/enforce/ecldp.cfm>.

**20.1.7 Potential Conflict of Interest.** The nature of the potential conflict of interest is: If the Contractor performed or was involved in the legal work for the foreclosure action which resulted in the acquisition of the title to the property by HUD, performance of the closing services shall be considered a conflict of interest, and the Contractor shall not perform the services. The Contractor shall notify the GTR no later than one day after discovery of the conflict. However, the Contractor shall remain responsible for having such work performed.

**20.2 Task 2: Pre-closing Activities.** The Contractor shall perform all pre-closing actions, including but not restricted to the ones detailed below, which are necessary to ensure the closing occurs as scheduled.

#### **20.2.1 Open Closing/Escrow File.**

**20.2.1.1** The Contractor shall establish a closing file immediately upon receipt of the contract package from the AM. The contract package will include:

- 20.2.1.1.1 A signed sales contract (HUD-9548) with any addenda and amendments;
- 20.2.1.1.2 Title Evidence (when available);
- 20.2.1.1.3 Documentation regarding status of rents due to HUD (when the purchaser is HUD's tenant); and
- 20.2.1.1.4 Bulk Sales listing (if applicable).

**20.2.1.2** If the selling broker fails to submit the purchaser's deposit of earnest money within three business days after receipt of the signed sales contract from the AM, the Contractor shall return the contract package to the AM on the fourth business day, annotating the file with "Earnest Money Not Received", and close the escrow.

**20.2.1.3 Cases that do not close.** The Contractor will not receive reimbursement or other payment for any expenses related to cases that do not close. However, if a case fails to close, and another sale contract is signed for the same property, HUD will assign the case back to the Contractor. If the property is reconveyed to the lender after the Contractor has opened the escrow file (see Paragraph 4.2.1.2.), HUD will pay the Contractor 25% of the unit price.

**20.2.2 Title Search.** The Contractor shall order a title search and forward the report to the AM no later than seven business days after opening escrow. The Contractor shall take actions to clear all routine title issues (such as title not in HUD's name or tax liens, although these examples are not meant to be all-inclusive), in such a manner as to avoid any delays in closing. Major title defects that are not routine in nature shall be forwarded to the AM contractor no later than one business day after finding the title defect. The contractor should consult with the GTR prior to a closing if any federal government interests are discovered in the title search.

**20.2.3 Written Notification.** The Contractor shall provide written notifications as required below.

**20.2.3.1** Not later than two business days after opening escrow, the Contractor shall provide a notification package of contract receipt to the broker. The cover letter to the package shall include a notification of assignment, the file number, the name of the escrow officer, the latest possible closing date, the terms of any extensions, and a request for the establishment of a firm closing date. The package shall also include a letter to the purchaser notifying him/her that:

**20.2.3.1.1** HUD does not require the purchaser to obtain title insurance as a condition of the purchase;

**20.2.3.1.2** If the purchaser opts to obtain title insurance, he/she may elect to purchase title insurance from any firm offering such insurance; and

**20.2.3.1.3** Selecting a firm other than the Closing Agent to purchase their title insurance will not cause any delays in the closing.

**20.2.3.2** The cover letter to the package shall include a notice to the broker requiring the broker to obtain a signed acknowledgement from the purchaser as to whether or not title insurance is desired, and if so, the identification of the title company the purchaser will use. This acknowledgement must be returned from the broker no later than ten days from receipt. The Contractor shall then facilitate all communications with the title company selected by the purchaser.

**20.2.3.3** Not less than ten calendar days prior to the latest contract closing date, the Contractor shall provide the broker written notification if a firm closing date has not been established.

**20.2.3.4** The next business day after the closing date stated on the contract, if no closing has occurred or extension request approved, the Contractor shall notify the broker in writing that the sale did not close and direct them to the AM for additional instructions.

**20.2.4 Deed and Closing/Escrow Instructions.**

**20.2.4.1** Not later than three business days after a written request for closing, or receipt of accurate loan documents from a lender, the Contractor shall notify the AM of the closing date and accurately prepare, scan and forward the pre-closing package electronically to the AM for approval and signature.

**20.2.4.2** The pre-closing package shall include:

**20.2.4.2.1** Special Warranty Deed with correct legal description;

**20.2.4.2.2** HUD-1;

**20.2.4.2.3** Seller's affidavit (if applicable);

**20.2.4.2.4** Copy of earnest money check;

**20.2.4.2.5** Contractor certification explaining any invoices that require payment (hard copy of invoices to be included with post-closing package); and

**20.2.4.2.6** A copy of Good Neighbor Next Door (GNND) documents, totally and correctly completed, if applicable.

**20.2.4.3** The AM is prohibited from executing deeds more than five business days prior to the actual date of closing. The AM will electronically approve and return the HUD-1 and overnight deliver the signed deed back to the Contractor.

**20.2.5 Rental Monies.**

The Contractor shall verify with the AM that all rental monies due HUD have been paid outside settlement when the purchaser is a HUD tenant. If any amounts due have not been paid, the Contractor shall ensure such payment is made at time of closing.

**20.2.6 Extension Requests.**

The Contractor shall administer broker requests for extensions of the sales closing date. Such requests may only be accepted via the Closing Extension Request form, which requires supporting documentation, and shall be

accompanied by the full non-refundable fee, in the form of cash, cashier's or certified check, wire, or money order. The extension request form, supporting documentation, and copy of extension fee, shall be scanned and forwarded to the AM for processing. No extension shall be processed without the extension funds unless prior written approval has been provided by the AM. No extension may be granted without express written approval from the AM, the GTR, or GTM.

- 20.2.6.1** Not more than one business day after receipt of the request, electronically deliver the extension request and all supporting documentation (including proof of funds) to the AM and deposit the extension funds to the escrow account.
- 20.2.6.2** If the request is approved by the AM, notify the broker not later than one business day after approval.
- 20.2.6.3** If the request is approved by the AM and the fee is waived, return the extension funds to the Broker no later than one business day after approval and waiver.
- 20.2.6.4** If the request is denied by the AM, the extension fee shall be returned to the broker no later than one business day after denial along with instructions to close by the scheduled closing date.
- 20.2.6.5** If an extension to close is required due to Contractor's actions, or lack of actions, as determined by the GTR or GTM, the Contractor shall pay the extension fee.

#### **20.2.7 Preparation of the HUD-1.**

- 20.2.7.1** Accurate preparation of the HUD-1 is critical to timely processing. The HUD-1 shall be prepared in final format for approval by the AM. The Contractor shall use an automated closing process software package to complete the HUD-1 and to minimize errors. The Contractor shall prepare the HUD-1 to facilitate a full and complete closing, including all required disbursements, collections, and deposits, at the time of closing. A copy of the HUD-1 that has been approved by the AM as well as the draft corrected by the AM, if applicable, shall be retained in the file. The Contractor shall ensure that all expenses charged to HUD are accurate and in accordance with HUD's requirements as described in Housing Notice 2006-12, or subsequent policy guidance. Any unauthorized expenditures charged to HUD are the Contractor's responsibility.
- 20.2.7.2** At closing, the extension fee shall not be applied to the amount due from the purchaser unless the sale closes prior to the expiration of the extension, in which case the purchaser shall be credited with a prorated (based on calendar days) portion of the fee. The full amount of the fee shall be reflected on lines 104 and 404 of the HUD-1. Any credited portion shall be reflected on lines 206 and 506.

#### **20.2.8 Cancelled or expired contract/closing.**

- 20.2.8.1** If a contract is cancelled or fails to close, not later than the next business day, the Contractor shall electronically notify the AM. A copy of this electronic notice shall be placed in the file.
- 20.2.8.2** If applicable, the Contractor shall scan the original of the signed deed, marked **VOID** in large letters across the front, and electronically deliver it to the AM no later than the second business day after a closing is cancelled. The original document will then be mailed to the AM contractor that same day.
- 20.2.8.3** Along with the voided deed, the Contractor shall forward the earnest money deposit and extension fees (if applicable) to the AM for disposition.

**20.3 Task 3: Closing Activities.** The Contractor shall conduct the actual closing, which may include Task 4: Special Program closings (Section 4.4), at an acceptable office location. HUD's buyers may at all times be assisted by their own advisors and attorneys and may choose their own closing agent to represent their interests in the transaction. Should a buyer elect to retain independent representation, HUD's Contractor or their subcontractor will represent HUD's interests in accordance with the requirements of this contract. The Contractor or its subcontractor shall be present at every closing. The closing shall be completed timely and accurately. At the closing, the Contractor or subcontractor shall perform all required actions, including the following activities:

- 20.3.1** Obtain signatures on the HUD-1 Settlement Statement.

- 20.3.2** Provide the Homeowner Satisfaction Survey (attachment 3) and the postage pre-paid envelope to the purchaser. Provide the Real Estate Broker Satisfaction Survey and the postage pre-paid envelope to the Broker.
- 20.3.3** Collect recording fees from the purchaser for any lender/purchaser documents requiring recordation in the sale/closing process of each individual property. If the buyer's closing agent is present to close the financial side of the transaction, they will record those documents. The Contractor is responsible for the deed recordation, and shall not leave the recording to any other entity; however, the Contractor's subcontractor can record documents. The Contractor's unit fee includes recordation of any HUD documents requiring recordation, including the deed conveying title from HUD and the GNND Second Mortgage/Deed of Trust, or Land Use Restriction Deed. This is not meant to be an all-inclusive list.
- 20.3.4** Table fund all closings unless prohibited by state law, in which case the contractor shall establish and follow alternate procedures that have been pre-approved by the GTR prior to any closings.
- 20.3.5** Disburse any allowable expenses due and payable at time of closing in accordance with the provisions of HUD's requirements as described in Housing Notice 2006-12, or subsequent policy guidance. Unpaid property taxes, HOA fees, utilities, etc., for the current year, shall be pro-rated and paid at closing.

**20.4 Task 4: Special Programs.** All closing requirements are to be handled the same as stated above except as specified below:

**20.4.1 Good Neighbor Next Door (GNND) program:**

- 20.4.1.1** The Contractor shall be familiar with HUD's GNND program, its requirements, and shall obtain a copy of Notice 99-30 plus any updates or revisions.
- 20.4.1.2** To qualify to purchase a home through the GNND, a participant must agree to execute a Second Mortgage/Deed of Trust and Note in the name of the Department. It shall be the responsibility of the Contractor to prepare and provide the GNND program purchaser a Second Mortgage/Deed of Trust and Subordinate Note to be executed at closing. The Second Mortgage/Deed of Trust and Subordinate Note shall conform to state requirements per the instructions contained in Appendix III of HUD Handbook 4165.1, REV-1, CHG-3, and any updates. The Contractor shall record the Second Mortgage/Deed of Trust. The recording instructions shall instruct the recorder's office to return the recorded Second Mortgage/Deed of Trust to the AM contractor at its office location.

**20.4.2 Asset Control Area (ACA).** For properties covered under an ACA Agreement, the terms of the Closing shall be governed by the local ACA agreement. The contractor shall attend ACA implementation meetings in order to be briefed on the ACA contents and ascertain additional closing requirements if any. Following any such meeting, the Contractor shall advise the GTR, in writing within 5 business days, of any unique ACA processing requirements and shall perform those additional duties upon obtaining GTR concurrence, without additional compensation. For properties covered under an ACA agreement during the acquisition period, the Contractor shall provide purchaser with a "Closing Notice" at least ten business days before the closing date. The closing date shall be the day the listed properties are scheduled to be transferred to the purchaser. The Contractor shall designate a specific day of the week for closing these sales.

**20.4.2.1** The Closing Notice shall include but is not limited to:

- 20.4.2.1.1** The closing date;
- 20.4.2.1.2** List of the properties that are to be conveyed on that closing date;
- 20.4.2.1.3** For each property the:
- 20.4.2.1.3.1** Purchase price
- 20.4.2.1.3.2** Other costs due from purchaser on closing date, including the prorated taxes;
- 20.4.2.1.3.3** An unsigned deed; and
- 20.4.2.1.3.4** HUD-1 (closing statement) for each property.

**20.4.2.2** The Contractor's unit fee includes the cost of document preparation of the deed, preparation and recordation of any applicable security documents that name seller as the secured party, the HUD-1

closing statement, and any other document requested by HUD. The purchaser will pay all other closing costs, including recording fees and other costs related to the purchaser's acquisition. The contractor shall include a copy of the signed note and mortgage documents and evidence of recordation with the post closing package to the AM. Upon receipt of the actual recorded documents from the recorder's office, forward them to the AM contractor maintaining recordation information in the Closing Agent file.

**20.5 Task 5: Post-closing Activities.** The Contractor shall perform all necessary post-closing activities, including those below, to ensure HUD is able to accurately and timely reconcile the closing. Copies to verify completion of each task shall be retained in the file.

**20.5.1 Verification of Closing.** The same day that the closing takes place, electronically notify the AM of the closing.

**20.5.2 Wire Proceeds.** Not later than one banking day after the closing takes place, the Contractor shall wire the net sales proceeds to the U.S. Treasury via FEDWIRE using the information contained on the SAMS-1103, Request to Transfer Funds.

**20.5.3 Deliver the Deed for Recordation.** Not later than one business day after the closing has taken place, the Contractor shall deliver the deed for legal recordation in the correct county and provide written notification to the AM, any and all taxing authorities, and the Homeowners Association, if applicable, of the sale. The file shall contain evidence of the delivery of the deed.

**20.5.4 Delivery of Post Closing Package.** Deliver the completed post closing package to the AM not more than three business days after the closing is completed. Delivery to the AM shall be by a method whereby the Contractor can verify the date the AM received the package. A post closing package shall include:

**20.5.4.1** The original HUD-1 and the Certification;

**20.5.4.2** Copy of the HUD-1 Addendum

**20.5.4.3** Copy of bank's dated wire transfer confirmation (which shall contain all of the required SAMS 1103 information and be in the form and format of a printout provided by the Federal Reserve system).

**20.5.4.4** Copy of the deed and evidence that it was sent for recordation.

**20.5.4.5** A copy of all applicable invoices or receipts of disbursements and the Contractor's disbursement log.

**20.5.4.6** Contractor's certification that all payments/deductions from the closing (including Contractor's fee) have been paid from the funds deposited in the account containing the closing proceeds.

**20.5.5** The GTR or GTM will provide the Contractor with a list of case numbers representing 20% of the cases closed and reconciled the previous week. The Contractor will deliver a copy of these completed closing packages, to the address provided by the GTR, no later than the 3<sup>rd</sup> business day of the following week. Delivery to the HUD office shall be by a method whereby the Contractor can verify the date HUD received the package. The closing package shall include:

**20.5.5.1** The Preliminary HUD-1 Settlement Statement as initialed and approved by the AM;

**20.5.5.2** The final completed HUD-1 Settlement Statement with Addenda;

**20.5.5.3** The 9548 Sales Contract with addenda and any amendments;

**20.5.5.4** Documentation (invoices and pro-rated calculations) for all seller disbursements, except real estate commissions and closing agent fee; and

**20.5.5.5** Disbursement log for that specific case.

**20.5.6 Errors.** Not later than two business days after written notification from the GTR, the Contractor shall correct any errors or adjustments to the settlement statement as requested by the AM and approved by the GTR after the settlement. The same day the corrections are made, the Contractor shall provide a copy of any corrected documents to the AM. The HUD-1 shall be clearly marked "corrected", and any payment must be designated as "POC" for paid outside of closing.

**20.5.6.1** Under wire of closing funds requires the Contractor to wire the additional sale proceeds in the U.S.

Treasury via FEDWIRE using the information contained on the SAMS-1103, Request to Transfer Funds.

**20.5.6.2** Over wire of closing funds requires the Contractor to coordinate with the GTR for reimbursement.

**20.5.6.3** Reimbursement of post-closing disbursement shall be submitted to the GTR for approval and authorization within 2 business days. All submissions to the GTR must be scanned and electronically delivered to the GTR, as follows:

**20.5.6.3.1** The request for reimbursement package shall include an invoice on the Contractor's letterhead, which shall describe why the payment after closing is required, and why this was not paid at closing, along with substantial documentation, statement/invoice from the entity (e.g., taxing authority, utility company, HOA), and completed SAMS-1106.

**20.5.6.3.2** Once approved, copies of the approval email, final HUD-1 and Contractor's check to the billing entity (if applicable), along with the documentation in 20.5.5 must be submitted to the AM for processing.

**20.6 Task 6: Reporting.**

By noon Mountain time on the day identified, the Contractor shall electronically provide to the GTR the following reports identified in 1 and 2 below.

**20.6.1 Closing Status.** This report is due the fifth business day of each month.

Part A of the report shall provide the following information:

- 20.6.1.1** FHA Case Number;
- 20.6.1.2** Earnest money received (yes or no);
- 20.6.1.3** Date case returned to AM (if applicable);
- 20.6.1.4** Reason closing did not occur (if applicable);
- 20.6.1.5** Date of closing;
- 20.6.1.6** Date of wire transfer of proceeds, and reason funds were not wired timely (if applicable);
- 20.6.1.7** Date deed delivered for recording;
- 20.6.1.8** Date post closing package delivered to the AM;
- 20.6.1.9** If the HUD-1 had to be corrected after closing occurred (yes or no); and
- 20.6.1.10** If any disbursements had to be accomplished after closing occurred and the amount.

Part B of the report shall provide the following information and a copy of this section shall also be forwarded to the Contracting Officer:

- 20.6.1.11** The total number of assignments received;
- 20.6.1.12** The total number of closings completed;
- 20.6.1.13** The total number of aborted closings;
- 20.6.1.14** The total dollar amount of all closing agent fees paid including:
  - 20.6.1.14.1** The total dollar amount paid for aborted closings;
  - 20.6.1.14.2** The total dollar amount paid by separate invoice.

**20.6.2 AM Activities.**

Not later than the tenth business day of the month, the Contractor shall provide the GTR with a report summarizing the responsiveness, timeliness, and cooperation of the AM contractor to facilitate timely closings. The summary shall address the AM's actions regarding submission of the initial case assignments, responses to extension requests, pre-closing package approvals and deed submissions, and any comments/complaints received about the AM. Information shall be substantiated with specific case numbers or instances.

**20.6.3 Reconciliation.**

Not later than the 30<sup>th</sup> business day after the contract expiration date, the Contractor shall provide the GTR and Contracting Officer with a copy of the financial report of the outstanding balance of the HUD escrow account.

**20.7 Task 7: Special Services.** Occasionally the GTR or GTM will require special services of the Contractor that do not involve closings assigned by the AM. The unit price for each special service shall be inclusive of all costs specific to that service.

**20.7.1 Recordation of documents.** The Contractor shall draft and/or send for recording documents (such as reconveyance deeds, corrected deeds) as required by the GTR or GTM. The documents shall be filed for

record no later than one business day of either assignment or receipt of the document, whichever shall occur later. Evidence that the document was sent for recordation shall be returned to the GTR or GTM along with the Contractor's invoice for payment.

- 20.7.2 Title Services.** The Contractor shall perform routine title searches and provide written evidence of the search at the request of, and within the time frame approved by the GTR or GTM. Routine title searches may be requested on a property that may or may not be the property of HUD.

**20.8 CONTRACT DELIVERABLE REQUIREMENTS LISTING** – The following chart is a summary listing of the deliverables required by this contract.

<b>CPR #</b>	<b>CONTRACT DELIVERABLE REQUIREMENT</b>	<b>PWS # Section C</b>	<b>FREQUENCY</b>	<b>WHEN</b>	<b>TO</b>
1	<b>Task 1: General Requirements:</b> Designation, in writing, of Contract Manager and Alternate Contract Manager and any changes in Key Personnel	20.1	As Needed	At contract award and as needed for each change	CA & GTR
2	Copies of licenses, insurance, certifications and permits	20.1.2	As Needed	Provide upon request	GTR
3	Provide notification of any changes in licenses, insurance, certifications and permits required by any federal, state, county, municipal and local laws, codes, regulations or restrictions that conflict with HUD requirements.	20.1.2	As Needed	Within 1 day of discovery	CA & GTR
4	Escrow Account	20.1.3	As Needed	Notification of inability to comply	CA & GTR
5	Escrow Account – close account and reconciliation of all funds	20.1.3.2	As Needed	No later than 90 days following termination or expiration of the contract	GTR
6	Customer Satisfaction – Homeowner and Broker Surveys	20.1.4	As Needed	Provide appropriate forms at closing	Purchasers & Brokers
7	Records Maintenance – Closing files from the fiscal year completed	20.1.5	As Needed	Not later than 90 days after end of fiscal year (September 30) and/or expiration of contract prepare closed files and store. HUD shall have access to all records upon request.	CA & GTR
8	Subcontracting - Approval	20.1.6	As Needed	Prior to performing on contract	CA & GTR
9	Potential Conflicts of Interest	20.1.7	As Needed	No later than 1 day after the discovery	CA & GTR
10	<b>Task 2: Pre-Closing Activities</b> Purchaser's deposit of earnest money not received within 3 business days after receipt of signed sales contract from AM	20.2	As Needed	On 4 <sup>th</sup> business day return	AM
11	Title Search	20.2.2	As Needed	No later than 7 business days after opening escrow	AM
12	Written Notification – provide notification package of contract receipt	20.2.3	As Needed	Not later than 2 business days after establishing the closing file	Broker
13	Written Notification – if firm closing date has not been established	20.2.3.3	As Needed	Not less than ten calendar days prior to the latest contract closing date	Broker
14	Written Notification – if no closing has occurred	20.2.3.4	As Needed	Next business day after the closing date stated on the contract	Broker & AM
15	Deed and Closing/Escrow Instructions – Notification of closing date	20.2.4	As Needed	Not later than 3 business days after written request for closing, or	AM

				receipt of accurate loan documents	
16	Extension Requests – delivery of the extension request and all supporting documentation	20.2.6	As Needed	Not more than 1 business day after receipt of the request	AM
17	Extension Requests – If approved by the AM	20.2.6.2	As Needed	Not later than one business day after approval	Broker
18	Extension Requests – If request is approved by AM and the fee is waived	20.2.6.3	As Needed	No later than one business day after approval and waiver	Broker
19	Extension Requests – If denied by the AM	20.2.6.4	As Needed	No later than one business day after denial	Broker
20	Prepare accurate HUD-1 – to facilitate a full and complete closing	20.2.7	As Needed	Prepared in final format at time of closing	AM
21	Cancelled Contract – cancelled or fails to close	20.2.8	As Needed	Not later than the next business day	AM
22	Cancelled Contract – Voided documents	20.2.8.2	As Needed	No later than the 2 <sup>nd</sup> business day after a sales contract is cancelled	AM
23	<b>Task 3: Closing Activities</b> Table Funding alternative procedures for states not allowing Table Funding	20.3	As Needed	Procedures to be pre-approved by GTR prior to any closings	GTR
24	<b>Task 4: Special Programs</b> Prepare and provide GNND Second Mortgage/Deed of Trust	20.4	As Needed	At closing	Purchaser
25	Asset Control Area (ACA) – Attendance of implementation meetings and written advise	20.4.2	As Needed	Provide advice in writing within 5 business days following meeting	GTR
26	Asset Control Area (ACA) – Closing Notice	20.4.2.1	As Needed	At least 10 business days before the closing date	Purchaser
27	<b>Task 5: Post-Closing Activities</b> Verification of Closing	20.5	As Needed	Same day that the closing takes place electronically notify	AM
28	Wire Proceeds	20.5.2	As Needed	Not later than one banking day after the closing takes place	U.S. Treasury via FEDWIRE
29	Deliver the Deed for Recordation	20.5.3	As Needed	Not later than one business day after the closing has taken place – provide written notification	AM
30	Delivery of Closing Package	20.5.4	As Needed	Not more than three business days after the closing is completed	AM
31	Completed closing packages list – GTR will provide a list of case numbers representing 20% of cases closed the previous week	20.5.5	Weekly	Deliver no later than 3 <sup>rd</sup> business day of the following week	To address provided by GTR
32	Errors – Settlement Statement Corrections	20.5.6	As Needed	Not later than two business days after written notification from the GTR make corrections and the same day provide copy of corrected documents	AM
33	Reimbursement of post-closing disbursement	20.5.6.3	As Needed	Shall be submitted within 2 business days	GTR
34	<b>Task 6: Reporting</b>	20.6.1	Monthly	By noon Mountain time on the 5 <sup>th</sup>	GTR

	Closing Status			business day electronically provide reports	
35	AM Activities	20.6.2	Monthly	By noon Mountain time on the 10 <sup>th</sup> business day electronically provide reports	GTR
36	Reconciliation	20.6.3	Contract expiration	Not later than the 30 <sup>th</sup> business day of the contract expiration date	CA & GTR
37	<b>Task 7: Special Services</b> Recordation of Documents – Documents filed for record	20.7	As Needed	No later than one business day of either assignment or receipt of the document, whichever shall occur later	Appropriate party
38	Recordation of Special Services Documents – Evidence documents were sent	20.7.1	As Needed	As required by GTR or GTM – evidence of recordation shall be returned with the invoice	GTR & GTM
39	Title Services	20.7.2	As Needed	Provide written evidence of the search upon request	GTR & GTM

## ATTACHMENT 1

### FAR 52.212-1 Instructions to Offerors -- Commercial Items (JUN 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best

terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST ( <http://assist.daps.dla.mil> ).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/> )

(iii) ASSISTdocs.com ( <http://assistdocs.com> ).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard ( <http://assist.daps.dla.mil/wizard> );

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. 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. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, 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 resulting from this solicitation. 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. Offerors 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.

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

- (1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

## ATTACHMENT 2

### FAR 52.212-3 Offeror Representations and Certifications -- Commercial Items (may 2011)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov> .After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it  is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the

offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and ‘United States’ are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

*[List as necessary]*

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

*[List as necessary]*

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

*[List as necessary]*

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end

products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms.

The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to

the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

### ATTACHMENT 3

#### FAR 52.212-4 Contract Terms and Conditions -- Commercial Items (JUN 2010)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance 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. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable 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.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *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.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *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 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 which reasonably could have been avoided.

(m) *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.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *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.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract 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.

(2)

(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 (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(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.

(3) 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.

(4) 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.

(End of Clause)

## ATTACHMENT 4

### FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (MAY 2011)

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

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

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

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

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

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

*[Contracting Officer check as appropriate.]*

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

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

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

\_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

\_\_\_ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

\_\_\_ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

\_\_\_ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4).)

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (July 2010) of 52.219-9.

\_\_\_ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

- \_\_\_ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- \_\_\_ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- \_\_\_ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- \_\_\_ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_\_ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_\_ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- \_\_\_ (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513).
- \_\_\_ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (40) 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).

\_\_\_ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

\_\_\_ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

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

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

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

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

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

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

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

(e)

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

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

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

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

ATTACHMENT 5



## Homeowner Satisfaction Survey

FHA Case No.: \_\_\_\_\_

Property Address: \_\_\_\_\_

Real Estate Company Name: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Date Closed: \_\_\_\_\_

1. Please indicate one of the following:  First-time Homebuyer  Owner Occupant  Investor  
 Nonprofit Agency  Officer Next Door/Teacher Next Door  
 Governmental Agency
2. How did you learn about a HUD home?  Referral  Website  Sign  Agent  Other
3. Did your real estate agent explain:
- The bidding process and the required forms for the transaction?  Y  N
  - The earnest money deposit and forfeiture policy?  Y  N
  - The closing process (including the timeline and associated costs)?  Y  N
  - The different types of financing that were available?  Y  N
  - The process to obtain a home inspection?  Y  N
4. Did your real estate agent accompany you each time you visited the property?  Y  N
5. If you contacted the Management & Marketing Company, was your inquiry responded to within 24 hours?  Y  N

**On a scale of 1 to 5, with 5 being excellent and 1 being poor, please grade your overall satisfaction in each of the following areas:**

6. Please rate how helpful and informative your real estate agent was throughout your buying process?
- \_\_\_\_\_

7. Was the Management and Marketing Company helpful and courteous if you had to contact them? \_\_\_\_\_
8. Condition of the property at the times you visited. \_\_\_\_\_
9. Your overall satisfaction on your closing agents' level of customer service. \_\_\_\_\_
10. Your overall satisfaction with the way the closing agent explained all relative closing documents to you prior to your signature. \_\_\_\_\_
11. Considering all events, how would you rate your overall experience in purchasing a HUD home? \_\_\_\_\_

Comments:

*THANK YOU FOR PARTICIPATING IN OUR SURVEY!*

*U. S. Department of Housing and Urban Development  
Offices of Housing  
Federal Housing Commissioner*

Public reporting Burden for this collection of information is estimated to average 15 minutes to complete, which includes the time for completing and reviewing the collection of information. The information collection is prepared by participating Homeowners. This information is required to obtain benefits and it is voluntary. You are not required to complete this form, unless it displays a currently valid OMB control number. The current valid OMB number is 0000-0000.

ATTACHMENT 6



## Real Estate Broker Satisfaction Survey

Broker Name: \_\_\_\_\_ Broker NAID: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Property Address: \_\_\_\_\_

Date Closed: \_\_\_\_\_ FHA Case No.: \_\_\_\_\_

1. Was the Management & Marketing (M&M) contractor's website informative, and did it contain the necessary information to assist your buyer in submitting an offer to purchase a HUD home?  
\_\_ Yes \_\_ No
2. If you had any post closing issues or concerns, did the M&M contractor provide the necessary information to you, and/or work with you to resolve them? \_\_ Yes \_\_ No
3. If you had any post closing issues or concerns, did the Closing Agent provide the necessary information to you, and/or work with you to resolve them? \_\_ Yes \_\_ No

On a scale of 1 to 5, with 5 being excellent and 1 being poor, please grade your overall satisfaction in each of the following areas:

4. Property accessibility. \_\_\_\_\_

5. Condition of the property at the times you visited it? \_\_\_\_\_

6. Level of satisfaction with the helpfulness and courtesy of the Management & Marketing staff.  
\_\_\_\_\_

7. Your communication with the Management & Marketing staff- promptness and accuracy of information? \_\_\_\_\_
8. The overall cooperation of the Management & Marketing contractor. The level of helpfulness in assisting you with the preparation of the HUD Sales Contract and Addendums? \_\_\_\_\_
9. Level of satisfaction with the outreach, educational opportunities and training materials available to you from the Management & Marketing sufficient enough to enable you to properly represent your buyer? \_\_\_\_\_
10. The level of satisfaction in working with HUD's Closing Agent. \_\_\_\_\_
11. Level of satisfaction with the overall cooperation of the Closing Agent in assisting you to facilitate the closing? \_\_\_\_\_
12. Considering all events, how would you rate your overall experience in selling a HUD home? \_\_\_\_\_

Comments:

***THANK YOU FOR PARTICIPATING IN OUR SURVEY!***

***U. S. Department of Housing and Urban Development  
Offices of Housing  
Federal Housing Commissioner***

Public reporting Burden for this collection of information is estimated to average 15 minutes to complete, which includes the time for completing and reviewing the collection of information. The information collection is prepared by participating Homeowners. This information is required to obtain benefits and it is voluntary. You are not required to complete this form, unless it displays a currently valid OMB control number. The current valid OMB number is 0000-0000.