



**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

June 20, 2011

Dear Potential Quoter:

Subject: Q1D8AAC0005  
Rent Comparability Studies for Various California Multifamily Projects.

Due: **July 08, 2011 – 2PM MDT**

This announcement constitutes the only request for quotations (RFQ). This RFQ is a total set aside for small businesses. The contractor will provide a rent comparability studies on six multifamily projects located in California. The North American Classification System (NAICS) Code is 531390. The period of performance is 90 days from date of purchase order award. All appropriate clauses and provisions are included.

Responses are due **July 08, 2011 at 2PM MDT**. Offers shall be submitted by email to [Louise.Jessie@hud.gov](mailto:Louise.Jessie@hud.gov). Award will be made on the basis of price. Proposed project price shall include travel. Only one award will be made as a result of this RFQ. Address any questions to [Louise.Jessie@hud.gov](mailto:Louise.Jessie@hud.gov) or [Gay.E.Julian@hud.gov](mailto:Gay.E.Julian@hud.gov).

  
Gay E. Julian  
Contracting Officer

1. REQUEST NO.  R19AH0006	2. DATE ISSUED  06/21/2011	3. REQUISITION/PURCHASE REQUEST NO	CERT. FOR NAT. DEF UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY U.S. Department of Housing and Urban Development Denver Field Contracting Operations 8AAO 1670 Broadway, 23 <sup>rd</sup> Floor Denver, CO 80202-4801	6. DELIVER BY (Date)
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY	
NAME  Louise Jessie	TELEPHONE NUMBER	<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>	9. DESTINATION
	AREA CODE      NUMBER		
	303              672-5269		
	303 (fax)      672-5062		

8. TO:		a. NAME OF CONSIGNEE.	
a. NAME <b>PROSPECTIVE OFFERORS</b>	b. COMPANY	b. STREET ADDRESS	
c. STREET ADDRESS		c. CITY	
d. CITY	e. STATE	f. ZIP CODE	d. STATE      e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date)  
  
07/08/2011

**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 to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
CLIN 0001	Mission Gardens IV	1	Ea.	\$	\$
CLIN 0002	Antonia Manor	1	Ea.	\$	\$
CLIN 0003	The Alexander Residence	1	Ea.	\$	\$
CLIN 0004	Maria Manor	1	Ea.	\$	\$
CLIN 0005	Auburn Villa	1	Ea.	\$	\$
CLIN 0006	Lido Square I	1	Ea.	\$	\$

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

NOTE: Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER			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)			

**1. PRICING**

<b>Contract Line Item Number (CLIN)</b>	<b>Unit Price</b>
CLIN 0001 - Mission Gardens IV	\$
CLIN 0002 – Antonia Manor	\$
CLIN 0003 – The Alexander Residence	\$
CLIN 0004 – Maria Manor	\$
CLIN 0005 – Auburn Villa	\$
CLIN 0006 – Lido Square I	\$
Total Purchase Price	\$

**2. BACKGROUND AND OBJECTIVE**

Section 8 laws and administrative procedures require HUD to obtain and review Rent Comparability Studies when initially renewing most Section 8 contracts and when processing some rents increases using the Annual Adjustment Factors. The market rent resulting from these studies determine the rents owners can receive and, hence, greatly influence whether an owner will renew and continue providing assisted housing or opt-out of the Section 8 contract and convert to unassisted, market rent housing. The market rents set in these studies also drive HUD’s outlays for Section 8 projected-based subsidy.

In most cases, owners hire the appraiser and submit the RCS to HUD. However, in some cases HUD must directly contract for the RCS. HUD is required to purchase a study when the owner elects to market rents up to market under Option 1 of HUD’s Notice H 99-36. This request seeks an appraiser to prepare RCS on these mark-up-to-market cases.

**3. SCOPE OF SERVICES**

- A. The contractor shall perform Rent Comparability Studies on the six Section 8 projects identified in paragraph 8 below. The contractor shall prepare the study in accordance with the procedures set forth in Chapter 9 of the Section 8 Renewal Policy: Guidance for the Renewal of Project Based Section 8 Contracts. A copy of Chapter I can be downloaded from the internet. Do a “search” of “HUD’s Section 8 Renewal Policy Guide.” And double click on Section 8 Renewal Policy.
- B. The contractor shall furnish all personnel, material, supplies, equipment, travel, transportation, and facilities necessary to provide the services required by the contract. The unit price for each Rent Comparability Study shall include all the previous items and any other incidentals to perform the services described herein.

**4. TASKS REQUIRED IN PREPARING AN RCS**

The contractor shall perform the tasks required by Chapter 9 of the Guide. The contractor shall comply with the Uniform Standards of Professional Appraisal practice in the manner discussed in Section 9-7A.5. These tasks include, but are not limited to:

- A. **Analyzing the subject Section 8 property as required in Section 9-8. Including:**
  - (1) Identifying unit types in the RCS must cover and classifying unit types as primary or secondary;

- (2) Inspecting and photographing the property and documenting the project's condition, appeal and other characteristics; and
  - (3) Identifying the property's market area and assessing the neighborhood surrounding the property.
- B. **Selecting Comparables.** For each primary unit type, the contractor must try to locate five comparables units that meet the six conditions in Section 9-10. If the contractor cannot locate five properties that meet all six conditions, the contractor shall select comparables in accordance with the guidance in Sections 9-10B-D.
- C. **Collecting and documents the data on comparables.** The contractor must collect data as required by Section 9-11. Included photographs of the comparables. For each primary unit type, the contractor must prepare a Comparable Property Profile and a Rent Comparability Grid (HUD 92273-S8). The profile must contain at least the information required by Appendix 9-15. The contractor must prepare the Rent Grid in accordance with the narrative instructions in Appendix 9-2 and the detail instructions in Appendix 9-10. The appraiser should use HUD's Excel form to prepare the Grid, unless the GTR agrees to another method of filling in the Grid.
- D. **Computing and adjusted rent for each primary unit type** as directed in Section 9-12. The contractor will take care to comply with Section 9-12C.4 directions on non-shelter program.
- E. **Using the adjusted rents to derive a market rent** for each unit type as directed in Section 9-13.
- F. **Preparing the report in the format required by Section 9-14 of the Guide.** The report must comply with the Sections 9-14A-D and Appendix 9-10. Narratives required in the report must be concise but contain enough information that a person not familiar with the properties and market areas involved how the appraiser arrived at his/her conclusions.

**5. WHO CAN/CAN'T PERFORM THE WORK REQUESTED**

This Rent Comparability Study must be prepared by, or under the direction of, a state-certified general appraiser who meets all of the qualifications in Section 9-8 of the Section 8 Renewal Policy: Guidance for the Renewal Project-Based Section 8 Contracts. That appraiser must sign and take full responsibility for the report, but an appraisal assistant may contribute to any of the tasks if: 1) the assistant is employed by the same firm as the appraiser; and 2) the report identifies the roles the assistant appraiser performed.

**6. DELIVERABLES AND SCHEDULES REQUIREMENTS**

Within 30 calendar days of receipt of HUD's RCS order or within any alternate time agreed to by the GTR, the contractor shall submit two sets of the following, in hard copy, to the GTR. Each of these materials must meet all requirements of Section 9-14 and Appendix 9-10 of the Section 8 Renewal Policy: Guidance for the Renewal of the Project-Based Section 8 Contracts. If the GTR requests it, the contractor must submit the Rent Comp Grid in Excel on disk or via email.

- (1) Appraiser's Transmittal
- (2) Scope of work
- (3) Description of Subject Property (including color photographs)
- (4) Identification of the Subject's Market Area

- (5) Description of Neighborhood
- (6) Narrative Describing Selection of Comparables (including color Photographs)
- (7) Locator map for Subject and Comparables
- (8) Rent Comparability Grid (HUD 92273-S8) for Each Primary Unit Type
- (9) Narrative explaining adjustments and market rent conclusions one set of explanations for each Rent Grid
- (10) Comparable Property Profile for each Comparable
- (11) Appraiser's Certification
- (12) Appraiser's License (only if relying upon temporary license)

**7. DISCLOSURE OF INFORMATION**

Except as specifically authorized elsewhere in this contract or as directed by the GTR or Contracting Officer, the contractor shall not disclose any information about the conditions or management of properties to any party.

**8. PROJECT DATA**

- A. Mission Gardens IV, 90 Grandview, Santa Cruz, CA 95060-3079, 50 Units, Contact: Kenneth J. Reiner (949) 753-0555.
- B. Antonia Manor, 180 Turk Street, San Francisco, CA 94102, 133 Units, Contact: Todd LeFurge, (415) 358-3901.
- C. The Alexander Residence, 230 Eddy Street, San Francisco, CA 94102, 178 Units, Contact: Todd LeFurge, (415) 358-3901.
- D. Maria Manor, 174 Ellis Street, San Francisco, CA 94102, 118 Units, Contact: Todd LeFurge, (415) 358-3901.
- E. Auburn Villa, 628 Mikkelsen Dr., Auburn CA 95603, 50 Units, Contact: Lynette Mercado, Cell 209.956-5248.
- F. Lido Square I, 2131 Crestview Lane, Pittsburg, CA 94565-7444, 128 Units, Section 8 units 127, Contact: Kimberly Robinzine, (925) 432-6000.

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

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

## SOLICITATION PROVISIONS

### 52.204-8 Annual Representations and Certifications (Jan 2006)

- (a) a) (1) The North American Industry classification System (NAICS) code for this acquisition is **531390..**
- (2) The small business size standard is **\$2.0M.**
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (c) applies.
- (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

### 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

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

- 52.217-5 Evaluation of Options (JUL 1990)  
52.222-21 Prohibition of Segregated Facilities (FEB 1999)

## PURCHASE ORDER GENERAL CLAUSES

### FAR 52.204-7 Central Contractor Registration (JUL 2006)

- (a) Definitions. As used in this clause—
- “Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.
- “Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- “Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent 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) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(g) (1)

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

(A) Change the name in the CCR database;

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

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

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

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

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

**52.213-4 -- Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items). (MAR 2007)**

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

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

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (July 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

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

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

- (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (Jul 2005) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
  - (A) Is set aside for small business concerns; or
  - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

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

- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006) (Applies to contracts over \$30,000).
- (ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).
- (iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
- (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

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

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[Insert one or more Internet addresses]= <http://farsite.hill.af.mil/vffara.htm>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government

reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

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

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

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

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

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

#### **2452.209-72 Organizational Conflicts of Interest (APR 1984)**

#### **2452.222-70 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (JUL 1988)**

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

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

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

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

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

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

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

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

### ***SPECIFIC SUPPLY CLAUSES***

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

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

### ***SPECIFIC SERVICE CLAUSES***

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

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

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

consent of the Contracting Officer. Key personnel shall perform as follows: [List Key Personnel and/or positions, and tasks, percentage of effort, number of hours, etc., for which they are responsible, as applicable.]

**2452.237-73 Conduct Of Work And Technical Guidance (OCT 1999)**

- (a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is **CHRISTINE DAY** or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.
- (b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:
  - (1) Causes the Contractor to perform work outside the scope of the contract;
  - (2) Constitutes a change as defined in FAR 52.243-1;
  - (3) Causes an increase or decrease in the cost of the contract;
  - (4) Alters the period of performance or delivery dates; or,
  - (5) Changes any of the other express terms or conditions of the contract.
- (c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone facsimile or electronic mail.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within \_\_\_\_\_ [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least \_\_\_\_\_ days [60 days unless a different number of days is inserted] 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.
- (b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_ (months)(years).

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

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

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

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

**[ ] 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (NOV 2006)**  
**52.243-1 Changes-Fixed Price Alternate I (APR 1984)**

**INDEFINITE QUANTITY/ INDEFINITE DELIVERY CLAUSES**

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