**SOURCES SOUGHT MARKET RESEARCH DRAFT SOLICITATION**

**Housing Assistance Payments (HAP) Contract National Support Services (HAPNSS)**

*(Formerly known as Performance-Based Contract Administrator (PBCA) Program)*

**SOLICITATION NO: 86546A18R00001**

**The Draft Solicitation is revised to change the due date for comments and questions. Responses are due on Tuesday, January 02, 2018 at 3:00 pm CST to** [HAPNSS@hud.gov](mailto:HAPNSS@hud.gov).

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# PART I - THE SCHEDULE

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

**B.1** This is a single-awardIndefinite Delivery/Indefinite Quantity (IDIQ) Fixed-Price (Fixed Unit Rate) contract with a base and four (4) option periods. Each period has a twelve (12) month period of performance. The period of performance for this entire contract to include option years is **TBD 2018 – TBD 2023. Task orders to be placed under this contract will be fixed unit rate.**

**B.2 CONTRACT DESCRIPTION**

The Contractor shall provide **Housing Assistance Payments (HAP) Contract National Support Services** as outlined in Section C. The services are for Region (inserted upon award, Sub-Region (inserted upon award).Orders shall be placed in accordance with the following clauses 52.216-18, Ordering; 52.216-19, Order Limitations; and HUDAR 2452.216-78, Task Ordering Procedures.

**B.3 CONTRACT UNIT AND TOTAL PRICES**

| **BASE YEAR**  **2018- 2019** | | |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ITEM Number** | **ITEM TYPE** | **Description** | **Unit** | **Qty**  **(Estimated)** | **Unit**  **Price** | **Total Estimated Price** |
| **0001** |  |  |  |  |  |  |
| 0001AA | FP | Portfolio Analysis, Risk Assessment and Reporting (PWS 5.1 – 5.1.2) | EA | 4 |  |  |
| 0001AB | FP IDIQ | HAP Contract Administration Support (PWS 5.2 – 5.2.4) | EA | 7,000 |  |  |
| 0001AC | FP  IDIQ | HAP Contract Rent Adjustment  (PWS 5.3 – 5.3.4) | EA | 16,715 |  |  |
| 0001AD | FP | Reports and Plans  (PWS 5.4 – 5.5.2) | Lot | 1 | NSP | NSP |
| 0001AE | FP | Transition In (PWS 6.1) | EA | 1 |  |  |
|  |  |  |  | | |  |
|  |  |  | **TOTAL PRICE - BASE YEAR** | | | **$** |

| **OPTION PERIOD 1**  **2019 - 2020** | | |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ITEM Number** | **ITEM TYPE** | **Description** | **Unit** | **Qty**  **(Estimated)** | **Unit**  **Price** | **Total Estimated Price** |
| 0002 |  |  |  |  |  |  |
| 0002AA | FP | Portfolio Analysis, Risk Assessment and Reporting (PWS 5.1 – 5.1.2) | EA | 4 |  |  |
| 0002AB | FP IDIQ | HAP Contract Administration Support (PWS 5.2 – 5.2.4) | EA | 7,000 |  |  |
| 0002AC | FP  IDIQ | HAP Contract Rent Adjustment  (PWS 5.3 – 5.3.4) | EA | 16,715 |  |  |
| 0002AD | FP | Reports and Plans  (PWS 5.4 – 5.5.2) | Lot | 1 | NSP | NSP |
|  |  |  |  | | |  |
|  |  |  | **TOTAL PRICE - OPTION PERIOD 1** | | | **$** |

| **OPTION YEAR 2**  **2020 - 2021** | | |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ITEM Number** | **ITEM TYPE** | **Description** | **Unit** | **Qty**  **(Estimated)** | **Unit**  **Price** | **Total Estimated Price** |
| 0003 |  |  |  |  |  |  |
| 0003AA | FP | Portfolio Analysis, Risk Assessment and Reporting (PWS 5.1 – 5.1.2) | EA | 4 |  |  |
| 0003AB | FP IDIQ | HAP Contract Administration Support (PWS 5.2 – 5.2.4) | EA | 7,000 |  |  |
| 0003AC | FP  IDIQ | HAP Contract Rent Adjustment  (PWS 5.3 – 5.3.4) | EA | 16,715 |  |  |
| 0003AD | FP | Reports and Plans  (PWS 5.4 – 5.5.2) | Lot | 1 | NSP | NSP |
|  |  |  |  | | |  |
|  |  |  | **TOTAL PRICE - OPTION PERIOD 2** | | | **$** |

| **OPTION YEAR THREE**  **2021 – 2022** | | |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ITEM Number** | **ITEM TYPE** | **Description** | **Unit** | **Qty**  **(Estimated)** | **Unit**  **Price** | **Total Estimated Price** |
| 0004 |  |  |  |  |  |  |
| 0004AA | FP | Portfolio Analysis, Risk Assessment and Reporting (PWS 5.1 – 5.1.2) | EA | 4 |  |  |
| 0004AB | FP IDIQ | HAP Contract Administration Support (PWS 5.2 – 5.2.4) | EA | 7,000 |  |  |
| 0004AC | FP  IDIQ | HAP Contract Rent Adjustment  (PWS 5.3 – 5.3.4) | EA | 16,715 |  |  |
| 0004AC | FP | Reports and Plans  (PWS 5.4 – 5.5.2) | Lot | 1 | NSP | NSP |
|  |  |  |  | | |  |
|  |  |  | **TOTAL PRICE - OPTION PERIOD 3** | | | **$** |

| **OPTION YEAR FOUR**  **2022 - 2023** | | |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ITEM Number** | **ITEM TYPE** | **Description** | **Unit** | **Qty**  **(Estimated)** | **Unit**  **Price** | **Total Estimated Price** |
| 0005 |  |  |  |  |  |  |
| 0005AA | FP | Portfolio Analysis, Risk Assessment and Reporting (PWS 5.1 – 5.1.2) | EA | 4 |  |  |
| 0005AB | FP IDIQ | HAP Contract Administration Support (PWS 5.2 – 5.2.4) | EA | 7,000 |  |  |
| 0005AC | FP  IDIQ | HAP Contract Rent Adjustment  (PWS 5.3 – 5.3.4) | EA | 16,715 |  |  |
| 0005AD | FP | Reports and Plans  (PWS 5.4 – 5.5.2) | Lot | 1 | NSP | NSP |
|  |  |  | **TOTAL PRICE - OPTION PERIOD 4** | | | **$** |
|  | | | | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **TRANSITION – OUT OPTION** | | | | | | |
| 0006 | Option FP | Transition Out (Option)  (PWS 6.2) | EA | 1 |  |  |
|  |  |  |  | | |  |
|  |  |  |  | | |  |
| **TOTAL PRICE BASE + 4 OPTION PERIODS + TRANSITION-OUT** | | | | | | **$** |

**SECTION C – PERFORMANCE WORK STATEMENT**

**Performance Work Statement (PWS)**

**Housing Assistance Payments (HAP) Contract National Support Services**

### **Vision Statement**

Renew HAP contracts and adjust contract rents as appropriate in a consistent and timely manner. Improve the oversight and evaluation of the portfolio of properties under HAP contracts.

### **1.0 General Information**

### **1.1 Introduction**

The Department of Housing and Urban Development (HUD) / Office of Multifamily Housing Programs (MFH) has a requirement for HAP Contract support services. Services include renewing HAP contracts, adjusting HAP contract rents, and performing risk assessments on assigned portfolios of properties.

### **1.2 Background**

Under the Section 8 Project-Based Rental Assistance (PBRA) program, HUD/OMH provides monthly rental assistance payments on behalf of 1.2 million households throughout the United States.

HUD currently engages Performance-Based Contract Administrators (PBCAs) through 53 Annual Contribution Contracts (ACCs) to perform the day-to-day monitoring and oversight of approximately 90% of Housing Assistance Payments (HAP) contracts, which govern the legal relationship between the PBCA, which serves as contract administrator under the existing ACCs, and owners of Section 8 projects (owners). Upon expiration or termination of the existing 53 ACCs, HUD will become the contract administrator for all HAP contracts in MFHs portfolio. Thus, HUD is now seeking to obtain HAP Contract support services using competitive contracts processes to assist HUD in the administration of approximately 17,000 HAP contracts.

From the inception of the PBCA program in 1999, HUD has relied on PBCAs, acting under ACCs with HUD, to provide the day-to-day monitoring and oversight of roughly 90% of these contracts. Under this model, the legal rights and responsibilities of PBCAs are established in an ACC. Between 1999 and 2011, HUD executed 53 separate ACCs with public housing agencies, as defined in section 3(b)(6)(A) of the 1937 Act (including State Finance Agencies), each with state-wide jurisdiction over the State or other jurisdiction (i.e., the District of Columbia, Puerto Rico, and the United States Virgin Islands) for which it serves as HUD’s PBCA.

HAP Contract support services require interaction with the following secured HUD systems:

* + TRACS - Tenant Rental Assistance Certification System
  + iREMS - Integrated Real Estate Management System
  + EIV -  Enterprise Income Verification System
  + LaserFiche Cloud storage system for MFH scanned records.

### **1.3 Constraints**

The services identified in this PWS will adhere to the rules, regulations, laws, standards, and conventions identified by HUD as well as within the Federal Government. Constraints include the following:

* Section 8 Renewal Policy Guide http://portal.hud.gov/hudportal/HUD?src=/program\_offices/housing/mfh/mfhsec8
* HUD Handbook 4350.1 Multifamily Asset Management and Project Servicing http://portal.hud.gov/hudportal/HUD?src=/program\_offices/administration/hudclips/handbooks/hsgh/4350.1
* 24 CFR Housing and Urban Development https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24tab\_02.tpl
* Utility Analysis Methodology Notice   http://portal.hud.gov/hudportal/documents/huddoc?id=15-04hsgn.pdf
* HUD Handbook 4381.5 The Management Agent Handbook http://portal.hud.gov/hudportal/HUD?src=/program\_offices/administration/hudclips/handbooks/hsgh/4381.5
* FMRs https://www.huduser.gov/portal/datasets/fmr.html
* Housing Notice 99-36 Annual Adjustment Factor Rent Increase http://portal.hud.gov/hudportal/documents/huddoc?id=99-36hsgn.doc>
* The United States Housing Act of 1937 http://archives.financialservices.house.gov/banking/usha1937.pdf
* Multifamily Assisted Housing Reform and Affordability Act (MAHRA)  https://www.hud.gov/offices/hsg/omhar/readingrm/mahra.pdf
* Memorandum of Understanding Regarding Housing Assistance to Low-Income Households Between HUD and USDA <https://www.rd.usda.gov/files/ex2000LLL.pdf>
* Section 8 Project-Based Rent Adjustment Using the Annual Adjustment Factor http://portal.hud.gov/hudportal/documents/huddoc?id=02-10h.doc

### **1.4 Description of Services**

HUD MFH seeks to obtain the following HAP Contract Support Services:

* + Provide HAP Contract portfolio analysis and risk reporting,
  + Renew HAP Contracts, processing Owner opt-outs, processing terminations, expirations, combinations, bifurcations, and assumptions,
  + Review and adjust contract rents and utility analysis.

The Contractor shall provide HAP Contract support services for the Covered Units in the Service Area(s) assigned. HUD will assign to the Contractor existing HAP contracts for Covered Units in the Service Area(s) assigned. The Contractor agrees to accept all such assignments by HUD for the purpose of providing support services for such HAP contracts in accordance with the PWS.

Upon assignment by HUD, the Contractor shall immediately commence support services for the HAP contract in accordance with the terms and conditions stated within the PWS. HUD retains the right to withdraw such assignments at HUD’s sole discretion.

Detailed descriptions of specific tasks are provided in Section 5 Specific Tasks and Deliverables.

### **1.5 Non-Personal Services**

The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are in the nature of personal services, or give the perception of personal services.

If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately. These services shall not be used to perform work of a policy, decision making, or management nature, i.e. inherently Government functions.  All decisions relative to programs supported by the Contactor shall be the sole responsibility of the Government.

### **1.6 Period of Performance**

The period of performance shall be for one base period of 12 months and four 12-month option periods.

### **1.7 Place of Performance**

The services to be performed under this contract shall be performed at the Contractor's facility.

### 1.8 Hours of Operation

The Contractor shall ensure that personnel are available to interface with owners and HUD offices covering six time zones from the East Coast to Hawaii. This may require a limited number of contractor personnel to work outside of the Contractor’s core hours in the time zone of the Contractor’s location.

The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within the contract. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.

### **1.9 Special Qualifications**

Contractor appraisers reviewing Rent Comparability Studies (RCS) shall be certified by the state in which the subject property is located.

### **1.10 Post Award/Kickoff Conference**

See HUDAR clause **2452.237-79 POST AWARD CONFERENCE in Section I.**

### **1.11 Status Meetings**

The Contracting Officer, Contracting Officer’s Government Technical Representative (COR) and other Government personnel, as appropriate may meet periodically with the Contractor to also review Contractor performance, requirement status, etc.  At these meetings, the Contracting Officer and COR will apprise the Contractor of how the Government views the Contractor's performance or progress of the requirement. The Contractor shall apprise the Government of problems, if any, being experienced.  Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government. Post Award Conference and subsequent meetings may be held via teleconference.

### **1.12 Contractor Travel**

Prior to travel, the Contractor shall coordinate with and receive Government authorization from the COR for all travel.  Reimbursement of travel costs will be in accordance with the Federal Travel Regulation and in accordance with FAR 31.205-46.  The Contractor shall travel using the lower cost mode transportation commensurate with the mission requirements.  When necessary to use air travel, the Contractor shall use the tourist class, economy class or similar lodging accommodations to the extent they are available and commensurate with the mission requirements.  HUD will not reimburse Contractor's local travel.  Local travel is defined as travel within fifty (50) miles of the Contractor’s location. All other travel will be reimbursed on a cost reimbursable basis; no profit or fee will be paid.

### **2.0 Definitions and Acronyms**

### **2.1 Definitions**

ACCEPTABLE QUALITY LEVEL (AQL). The minimum required performance level for each Performance-Based Task.

BUSINESS / WORK DAYS. Every official work day of the week which are days between and including Monday to Friday. This does not include public holidays and weekends.

CLOSE OF BUSINESS. Contractor’s regularly scheduled closing time.

CONTINGENCY PLAN. Contractor's plan to respond to any threat or emergency that may interrupt essential Contractor functions and that the Contractor has tested and determined it to be sound and effective.

CONTINGENCY PLAN REVIEW and VALIDATION. An annual review and validation by the Contractor that its Contingency Plan documentation is accurate, complete and current and that all employees and applicable sub-contractors have been trained and all backup plans and systems have been tested.

CONTRACT ADMINISTRATION OVERSIGHT MONITOR (CAOM). Employees within the MFH /

HUD, who conduct administrative, monitoring, and oversight functions related to the Contractor’s compliance with and performance of the contract.

CONTRACTING OFFICER (CO). A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: the only individual who can legally bind the Government.

CONTRACTING OFFICERS REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the Contracting Officer to perform contract administration activities regarding technical issues.  This individual has authority to provide technical direction to the Contractor if direction is within the scope of the contract, does not constitute a change and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

CONTRACTOR. The supplier or vendor responsible for providing HAP contract support services stated within this PWS.

COVERED UNITS.  Dwelling units assisted under a Section 8 HAP Contract in a multifamily housing project located in the Service Area.

DAYS. Unless otherwise stipulated refers to calendar days.

DISASTER PLAN. Contractor's plan to respond to any threat or emergency that may interrupt essential Contractor

functions and that the Contractor has tested and determined it to be sound and effective.

DISASTER PLAN CERTIFICATION. An annual certification by the Contractor that its Disaster Plan documentation is up-to-date, all employees and applicable sub-contractors have been trained and all backup plans and systems have been tested.

FAIR MARKET RENTS (FMR). The rents established by HUD, as required under section 8(c) (1) of the United States Housing Act of 1937, for units of varying sizes (by number of bedrooms) that must be paid in the market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities.

FAIR MARKET RENT AREA. The area for which HUD has established an FMR.

FISCAL YEAR END (FYE). 11:59 p.m. local time - 30 September.

GOVERNMENT FURNISHED PROPERTY(GFP). Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes Contractor-acquired property if the Contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP Contract). A Project based HAP contract authorized under Section 8 of the United States Housing Act of 1937 (but not including any such contract authorized under section 8(o)(13) or under former section 8(e)(2) of such Act) including any renewal of such contract, as authorized under the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA).

INDEPENDENT AUDITOR (IA). An auditor who meets the auditor qualifications of Government Auditing Standards, including the qualifications relating to independence and continuing professional education. Additionally, the audit organization is to meet the quality control standards of Government Auditing Standards.

MULTIFAMILY ASSISTED HOUSING REFORM AND AFFORDABILITY ACT OF1997, AS AMENDED (MAHRA). The statute authorizing the renewal of HAP Contracts for Project-based assistance under Section 8 of the United States Housing Act of 1937 upon termination or expiration of such contracts (42 U.S.C. section 1437f note).

OWNER. Any private person or entity, including a cooperative, an agency of the Federal Government, or a public housing agency, having the legal right to lease or sublease dwelling units.

PERFORMANCE-BASED CONTRACT ADMINISTRATOR (PBCA).  The entity that previously performed contract administration of HAP contracts under a Performance-Based ACC. The contractors will perform a similar function as the PBCAs under the scope of this PWS.

PERFORMANCE REQUIREMENTS SUMMARY(PRS). A listing of the performance requirements under the contract that are to be evaluated by the Government on a regular basis, performance indicators for these requirements, performance standards for these requirement and surveillance methods to be used to determine if performance standards are met.

PERFORMANCE STANDARD. The Contractor's performance level required by the Government.

PERFORMANCE WORK STATEMENT (PWS) - A statement of work for performance based acquisitions that describe the required results in clear, specific and objective terms with measurable outcomes.

PROJECT.  A property consisting of more than 4 dwelling units that is covered in whole or in part by a HAP contract and is under a single property identification number in HUD systems.

QUALITY ASSURANCE (QA). Policies and procedures adopted by the Government to ensure that supplies and services acquired under Government contracts conform to the contracts quality requirements.

QUALITY ASSURANCE SURVEILLANCE PLAN(QASP). A plan describing how the agency will survey, observe, test, sample, evaluate and document the Contractor's performance in meeting critical performance standards identified in the contract.

QUALITY CONTROL (QC). All necessary measures taken by the Contractor to assure that the quality of an end- product of service shall meet contract requirements.

RENT COMPARABILITY STUDY. A rent study conducted in accordance with section 524(a)(5) of MAHRA and the applicable provisions of the Section 8 Renewal Policy Guidebook (currently located in Chapter Nine).

SECTION 8. Section 8 of the United States Housing Act of 1937, as amended (42 U.S.C. section 1437f).

SERVICE AREA. The region in which the Contractor provides services under the HAP Contract support services contract.

SERVICE CONTRACT.  A contract that directly engages the time and effort of a Contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

STATE. One of the fifty (50) United States, the District of Columbia, the United States Virgin Islands, or the Commonwealth of Puerto Rico.

SUB-CONTRACTOR.  Any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, material, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier sub-contractor.

UNITED STATES HOUSING ACT OF 1937, AS AMENDED (1937 Act). The statute in which the Section 8 program and related requirements are codified (42 U.S.C. section 1437).

WORK WEEK. Monday through Friday, unless specified otherwise.

### **2.2 Acronyms**

AAF - Annual Adjustment Factor

ACC -  Annual Contributions Contract

AQL -  Acceptable Quality Level

CO -  Contracting Officer

CAOM -  Contract Administration Oversight Monitor

COB -  Close of Business

COR - Contracting Officer Representative

FAR - Federal Acquisition Regulation

FISMA Federal Information Security Act

FMR - Fair Market Rents

FOCC – Field Office CAOM Counterpart

FYE - Fiscal Year End

HAP - Housing Assistance Payment

HUD - Department of Housing and Urban Development

iREMS - Integrated Real Estate Management System

MAHRA - Multifamily Assisted Housing Reform and Affordability Act of 1997

O/A - Property owner / management agent

OCAF - Operation Cost Adjustment Factor

OCI - Organizational Conflict of Interest

OSHA - Occupational Safety and Health Act

PBCA - Performance Based Contract Administrator

PBRA - Section 8 Project-Based Rental Assistance

PD&R Policy Development and Research

PHA - Public Housing Agency

PWS - Performance Work Statement

QASP - Quality Assurance Surveillance Plan

QCP - Quality Control Plan

RCS - Rent Comparability Study

RHIIP - Rental Housing Integrity Improvement Project

TRACS - Tenant Rental Assistance Certification System

### **3.0 Government Services**

The Government will provide the Contractor user access privileges to the various HUD systems (iREMS, TRACS, EIV) required to perform the services stated within this PWS. User access privileges will be granted upon successful completion of background/security investigations administered by the Government.

### **3.1 Facilities**

No Government facilities will be provided.

### **3.2 Equipment**

No Government equipment will be provided.

### **3.3 Materials**

The Government will provide the Contractor with all HAP contracts under the Contractor’s jurisdiction, records of previous rent increases under that contract, and other supporting documentation during the Transition-In period or within 10 days of HAP Contract assignment if outside of the Transition-In period.

Copies of required materials may be provided to the Contractor in hard copy or soft copy. All materials will remain the property of the Government and will be returned to the COR upon request or at the end of the contract period.

### **3.4 Quality Assurance (QA)**

The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan.  This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards.  It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable quality level.

### **4.0 Contractor-Furnished Items and Services**

The Contractor shall furnish, all facilities, equipment, and supplies required to perform the work under this contract that are not listed under Government-Furnished Property and Services.

### **4.1 Facilities**

The Contractor shall furnish the facilities necessary to meet the requirements stated within this PWS.

### **4.2 Equipment**

The Contractor shall furnish any equipment necessary to meet the requirements stated within this PWS.

### **4.3 Material**

N/A

### **4.4 Contractor Responsibilities**

The Contractor shall only conduct business with designated Government personnel listed as points of contact (POCs).  Names of authorized personnel shall be provided to the Contractor by the Government, in writing, and updated as necessary throughout the contract period.

U.S. Government records, copies of original results and reports, verified original data, corrected data and corrected supporting final reports which are maintained by the Contractor remain the property of the U.S. Government. These files/results must be surrendered to the COR at the end of the contract term or at the request of the Government.

### **4.5 Contractor Personnel**

See Sections **G.3, G.4, G.5.**

### **4.6 Identification of Contractor Employees**

All Contractor/subcontractor personnel shall wear company picture identification badges as to distinguish themselves from Government employees.  When conversing with Government personnel during business meetings, over the telephone, or via electronic mail, Contractor/subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees.

Contractors/subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review.  Electronic mail signature blocks shall identify their company affiliation.  Where practicable, Contractor/subcontractors occupying collocated space with their Government program customer shall identify their work space area with their name and company affiliation, or at a minimum, "Contractor" after name.

### **5.0 Specific Tasks**

### **5.1 Portfolio Analysis, Risk Assessment and Reporting**

For requirements under this task, the Contractor shall provide HUD with evaluation and analyses of HAP Contract data across the entire MFH portfolio consisting of over 17,000 properties. The Contractor shall collect and aggregate data from HUD systems to provide visibility and insight into the health of the housing portfolio. This data may include, but is not limited to, physical inspection scores, risk rating, etc.

The Contractor shall work with HUD to identify additional data needs, and analyze data provided by the COR to aid in program execution. The Contractor shall also identify external sources of data that are relevant to the Section 8 program, query those data sources, and merge with HUD provided data. The Contractor shall collect and present data in a format allowing HUD to understand and manipulate data. The Contractor shall also present forecasts and conclusions derived from the data.

**5.1.1 Special Portfolio Analysis**

The Contractor shall on a quarterly basis undertake a Special Portfolio Analysis (SPA) on a particular topic as assigned by the COR. The SPA shall include an in-depth analysis on the assigned topic and include conclusions and forecasts regarding the assigned topic. The Contractor shall analyze the extent to which changes or trends may indicate increasing or decreasing risks to HUD, contractor, projects, owners, and/or tenants. The Contractor shall provide the SPA to the COR via email no later than 60 days after topic assignment.

Deliverables   
A001 Special Portfolio Analysis (SPA)

**5.1.2 Portfolio Risk Assessment Report**

Quarterly, the Contractor shall submit a Portfolio Risk Assessment Report (PRAR) via email to the COR no later than 15 days after the end of each quarter.

The PRAR shall provide data on and discuss the following:

* HAP Contract Renewals and Terminations,
* Notification of owner intent to opt-out of HAP Contract,
* HAP Contracts due to expire within the next 90 days,
* HAP Contracts within 30 days of expiration or expired-renewal requests not received,
* HAP Contracts Expired Renewal Requests sent to HUD,
* HAP Contracts Rent Increases Due within 30 days of contract anniversary,
* HAP Contract Rent Increases Past Due of contract anniversary.
* HAP Contract Rent Increases Past Due as a Result of a Pending or Missing Utility Analysis.

Deliverables   
A002 Portfolio Risk Assessment Report (PRAR)

### **5.2 HAP Contract Administration Support**

The Contractor shall begin taking the necessary steps to prepare for HAP contract renewal as specified in the Section 8 Renewal Policy Guide no later than 150 days prior to the expiration of each assigned HAP Contract. The Contractor shall contact an O/A within 120 days of HAP Contract expiration to inform the O/A of the necessary steps that must be performed in order to renew the HAP Contract. The Contractor shall follow-up with the O/A within 105 days of HAP Contract expiration if the O/A does not begin the process of renewing the HAP contract or express their intent to opt-out. In cases where owners elect to opt-out, combine or bifurcate contracts, or transfer the property to another owner, the Contractor shall facilitate the completion of these transactions in accordance with HUD regulations and requirements.

**5.2.1 HAP Contract Opt-Out Support**

The Contractor shall verify that an owner who intends to opt-out of a HAP contract provided tenants with a notification letter at least one year prior to the expiration of the HAP contract and that the letter met statutory and administrative requirements. The Contractor shall retain a copy of this letter.

In the event the owner submits a 120-day notification of intent to opt-out, the Contractor shall:

* Inform the COR by close of next business day after notice by the owner that the owner has expressed their intent to opt-out of the HAP Contract,
* Reiterate options to owner for renewing HAP contract and potential advantages of renewal,
* Verify that the owner has complied with all notification requirements for the HAP Contract and current law and HUD guidance on opt-outs.

**5.2.2 HAP Contract Long-Term Renewal Processing**

The Contractor shall process long-term renewal requests from O/As. The Contractor shall process and renew these requests as described in the Section 8 Renewal Policy Guide. The Contractor shall verify that owners with expiring HAP Contracts provide notifications to tenants and HUD in accordance with HUD guidelines. The Contractor shall inform O/As of the RCS expiration date and the need to obtain a new RCS for HAP contract renewal one year prior to the RCS reaching its expiration date, as provided in HUD systems.

The Contractor shall, upon request of the owner to renew the HAP contract, verify the owner’s eligibility for the selected HAP contract renewal option. The Contractor shall evaluate owner’s rent adjustment requests and supporting RCS, if required, to ensure the RCS utilizes industry standard methods using state appraisers certified in the relevant jurisdiction and was performed within the appropriate timeframe per HUD requirements.

The Contractor shall evaluate the RCS, if necessary, prepare the HAP contract as specified in the Section 8 Renewal Policy Guide and mail it to the owner for execution within 60 days of the owner’s renewal request. A copy shall be e-mailed to the COR on the day of execution. The 60 days allowed for completing this requirement does not include those days in which the Contractor is unable to proceed while waiting for information or documentation from HUD. The counting period shall resume on the day the information is received from HUD, regardless of time of receipt.

The Contractor shall inform the COR via email within three business days of receipt of the owner executed HAP contract. Within two business days of receipt of confirmation from the COR of funding for renewal, the Contractor shall mail a hardcopy of the owner executed HAP contract to HUD to be fully executed.

Within five (5) business days after receipt from HUD of a fully executed HAP contract, mail a copy of the HAP contract to the owner, upload the document to LaserFiche and retain a copy for the Contractor’s files, unless otherwise specified by the COR.

**5.2.3 HAP Contract Short-Term Renewal Processing**

In certain circumstances a short-term HAP contract renewal may be required in order to avoid a lapse in the HAP contract. The Contractor shall track cases in which a long-term renewal may not be completed by the expiration of the HAP contract. In such cases, the Contractor shall inform the COR via email no less than 30 days prior to the expiration of the HAP contract. Upon direction of the COR the Contractor shall process a short-term HAP contract renewal to allow additional time to process a long-term HAP contract renewal. The length of this short-term renewal shall be determined by the COR based on the information provided by the Contractor.

**5.2.4 Support for Other HAP Contract Changes**

The Contractor shall provide as-needed (for no more than five (5) percent of assigned properties per year) processing services and analysis for other types of HAP contract changes to include:

* Data entry support for Transferring Budget Authority of a Project-Based Section 8 Housing Assistance Payments Contract under Section 8(bb)(1) of the United States Housing Act of 1937.
* HAP Contract bifurcations, combinations, and terminations as requested by the COR.

Performance Standards

a) Standard: 100% review and verification of owner compliance with requirements for opting-out of a HAP Contract.

    AQL: Zero deviation.

b) Standard: 100% of HAP Contract long-term renewals are processed and sent to the owner within 60 days of owner renewal request.

    AQL: Zero deviation.

Deliverables   
A003 Opt-Out Notification  
A004 Notification of Owner Executed HAP Contract  
A005 Owner Executed HAP Contract

A006 Short-Term Renewal Notification

A007 Short-Term HAP Contract Renewal

**5.3 HAP Contract Rent Adjustment**

HAP Contract increases may fall under a variety of methods, including Budget-Based, Annual Adjustment Factor (AAF), Operation Cost Adjustment Factor (OCAF), and Special Adjustments options. If applicable, the Contractor shall analyze adjustments of the owner utility allowance schedule.

**5.3.1 Operating Cost Adjustment Factors (OCAF)**

The Contractor shall notify the O/A of the automatically generated OCAF (Auto-OCAF) rent adjustment within 120 days of the contract anniversary date for eligible contracts, and provide a copy of the rent increase that will result. The Contractor shall process the rent increase as requested by the O/A, if eligible, in accordable with the terms of the HAP Contract.

For HAP Contracts ineligible for an Auto-OCAF, the Contractor shall request from the O/A the submission of necessary forms for a manual OCAF within 120 days of the contract anniversary date. Upon receipt of the complete package for requesting an OCAF from the O/A, the Contractor shall perform the following tasks within 30 days of receipt of the submitted proposed rent increase from the O/A:

* Analyze adjustments of the owner utility allowance schedule, if applicable,
* Validate the property’s rent adjustment and RCS per HUD guidelines,
* Document contract rent increases on Form HUD-92458,
* Upon conclusion of proposed rent increase review, provide written notification which shall include the date of O/A submission, the Contractor’s determination, and a copy of the completed Form HUD-92458 to the O/A within 3 business days and copy the COR on this correspondence,
* Inform the owner of changes in the balance and required contribution to the R4R account, if necessary,
* Enter data into iREMS and upload a copy of the rent schedule and O/A request to LaserFiche within 5 business days of executed rent adjustment.

**5.3.2 Budget-Based Rent Adjustments**

Where applicable, the budget-based rent adjustment method requires an owner to submit an operating budget and supporting documentation for the Contractor to review. The rent adjustment may require HUD approval. The Contractor shall determine budget-based adjustments of contract rent by performing the following tasks:

* Verify accurate, timely completion and submission of the adjusted rent schedule by the owner,
* If the submitted proposed rent increase is less than 5%, evaluate the following factors within 30 days of receipt from O/A to determine reasonableness per guidance in HUD Handbook 4350.1, Multifamily Asset Management and Project Servicing or, if applicable, the Memorandum of Agreement with Rural Housing:
  + the operating budget and supporting documentation for a rent adjustment
  + adjustments of the owner utility allowance schedule, if applicable
  + adjustment to the monthly reserve for replacement deposit if the HAP Contract requires the owner to maintain a reserve for replacement.
* Submit proposed rent increases (greater than (five) 5%) to the COR via email for review within 3 days of receipt from the O/A,
* Document contract rent increases on Form HUD-92458,
* Upon conclusion of proposed rent increase review, provide written notification which shall include the date of O/A submission, the Contractor’s determination, and a copy of the completed Form HUD-92458 to the O/A within 3 business days and copy the COR on this correspondence,
* Enter data into iREMS and upload a copy of the rent schedule to LaserFiche within 5 business days of executed rent adjustment.

**5.3.3 Annual Adjustment Factors (AAF)**

Under an AAF rent adjustment, the Contractor shall apply the most recent AAF to current contract rents. AAFs are published annually in the Federal Register. The Contractor shall perform the following tasks:

* Evaluate the following factors within 30 days of receipt from O/A:
* Apply formula in Housing Notice 2002-10 AAF Rent Increase
* Analyze adjustments of the owner utility allowance schedule, if applicable,
* Analyze adjustment to the reserve for replacement (if the HAP Contract requires the owner to maintain a reserve for replacement), and recommend action to HUD,
* Evaluate owner’s rent adjustment requests and supporting RCS using state appraisers certified in the relevant jurisdiction, if necessary,
* Document contract rent increases on a rent schedule (Form HUD-92458),
* Upon conclusion of proposed rent increase review, provide written notification which shall include the date of O/A submission, the Contractor’s determination, and a copy of the completed Form HUD-92458 to the O/A within 3 business days and copy the COR on this correspondence,
* Enter data into iREMS and upload a copy of the rent schedule to LaserFiche within 5 business days of executed rent adjustment.

**5.3.4 Process Rent Appeals to Adjust HAP Contract Rents**

The O/A shall have the opportunity to submit additional information or supporting documentation to the Contractor in the event the O/A disagrees with the rent adjustment determination. If the O/A elects to submit this additional information and the submitted rent adjustment is less than 5%, the Contractor shall review the rent adjustment determination and ensure it is a complete and accurate assessment of the property, and shall adjust the rent adjustment if necessary. Rent adjustments of greater than 5% shall be reviewed only by HUD through the final appeal process.

The Contractor shall conduct this review of the rent adjustment determination and send a letter to the O/A within 30 days of receipt of additional information. The letter shall include the date of O/A submission, detailed language describing the results of the review and language explaining how the O/A can request a final appeal to the HUD within 15 days of the transmittal date of the Contractor’s letter if the O/A wishes to do so. The Contractor shall copy the COR on this letter.

If HUD receives an appeal, HUD will contact the Contractor and request documentation. The Contractor shall submit the requested documentation via email to the COR within 5 business days of the request. Decisions rendered by HUD will be final and will not be subject to further appeal. If a different determination is made through the final appeal process, the Contractor shall update iREMS and upload an updated Form HUD-92458 to LaserFiche within 5 business days of notification from the COR.

Performance Standards  
a) Standard: Evaluate rent adjustment requests within 30 days of receipt from O/A.

    AQL: 5-day deviation from standard.

Deliverables   
A008 Proposed Rent Increases (Greater than 5%)  
A009 Appeal Documentation

**5.4 Reporting**

The Contractor shall submit reports, certification, and financial statements as identified below.

**5.4.1 Annual Financial Statement**

The Contractor shall submit via email to the COR an independently audited Annual Financial Statement no later than sixty (60) days after the Contractor’s fiscal year end. If there are audit findings in the financial statement that require corrective actions, the Contractor shall provide the COR a proposed plan of corrective actions no later than 5 days after audit findings. The Contractor shall implement corrective actions within 60 days unless the plan identifies impediments to implementation within the 60 days and provide a target completion date that is approved by the COR.

Deliverables

A010 Annual Financial Statement  
A011 Annual Financial Statement Corrective Action Plan

**5.4.2 Monthly Status Reports**

The Contractor shall submit a Monthly Status Report to the COR by the tenth (10th) business day of each month for the previous month’s activities. The Monthly Status Report shall contain a detailed description of:

* Actual accomplishments for the month and year-to-date compared to the Annual Work Plan for the same period,
* Instances where the actual performance of tasks is below the AQL and actions taken to improve performance, and changes, if any, to the QCP to ensure performance is maintained at or above the AQL,
* Major accomplishments, success stories, etc.
* Noteworthy meetings,
* Pending issues,
* Hot Topics, (i.e. natural disasters, emergencies at the property, high rate of opt-outs, unresolved rent adjustments, etc.).

Deliverables   
A012 Monthly Status Report

**5.5 Plans**

The Contractor shall submit the following Plans:

**5.5.1 Contingency Plan**

The Contractor shall submit to the COR via email a Preliminary Contingency Plan within 5 business days of contract award that details how the Contractor shall continue to perform all tasks within this PWS in the event of various adverse situations that may arise. Within 10 business days of receiving feedback from the COR on the Preliminary Contingency Plan, the Contractor shall submit a Final Contingency Plan to the COR via email.

The Contractor shall notify the COR via email within two business hours of any incident that disrupts the Contractor’s performance under the contract, and shall provide an update within one (1) business day following such incident even if normal operations have resumed. The update shall state the nature of the incident, the extent of its impact on the Contractor’s operations, what actions have been initiated in response to the incident, and the expected date of the resumption of normal operations.

If the Contractor determines, at any time during or following an incident, that it is unable to comply with any provision of the contract and/or fully perform any task, the Contractor shall notify COR of its determination within two business hours of determination.

The Contingency Plan, at a minimum, shall cover the following topics:

* Subcontractor default.
* Recovery from a serious natural disaster that affects the Contractor’s ongoing operations.
* A strategy for fielding a high volume of issues arising as a result of a natural disaster affecting multiple properties/residents simultaneously.
* Incident Response Staff: The names, titles, incident response authority and responsibilities, and contact information for those staff primarily responsible for responding to adverse situations.
* Communication Back-up Plans and Systems:
* Procedures and methods of notifying and updating owners, and residents regarding changes in service procedures and the resumption of routine operations.
* Procedures and methods of notifying in the event of an incident, updating HUD regarding changes in service procedures until the resumption of routine operations, the performance status of each task or, if any task is not being fully performed, actions being taken to restore full performance of each task.
* Operating and Management Back-Up Plans and Systems: Procedures to relocate functions and staff to alternative office locations and/or telework sites; ensuring access to IT systems; maintaining internal and external communication systems (telephone, fax, email); and maintaining supervisory, accounting, financial, and human resource functions.
* Information Technology (IT) Back-up Plans and Systems: Procedures to maintain IT staff support and ensure operability, data protection and system security.
* Preparedness: Plan to provide annual training for employees and, if applicable, subcontractor employees, and annual testing of back-up plans and systems.

Within 60 days of the exercise of each option period, the Contractor shall review the Contingency Plan and determine if changes or updates are required. If changes are required, the Contract shall submit a revised Contingency Plan within 60 days of the exercise of the exercised option year. If the Contractor concludes upon review of the Contingency Plan that changes are not required, the Contractor shall submit a memorandum via email confirming the review of the Contingency Plan occurred and that the Contingency Plan is accurate, complete, and current.

Deliverables   
A013 Preliminary Contingency Plan  
A014 Final Contingency Plan  
A015 Incident Notification  
A016 Incident Update  
A017 Updated Contingency Plan  
A018 Contingency Plan Review and Validation

**5.5.2 Management Plan and Project Schedule**

The Contractor shall be required to brief the Management Plan and the Project Schedule that was submitted with the Contractor’s proposal at the post award conference. The Contractor shall submit a revised Final Management Plan and Project Schedule to the COR no later than 10 business days after the post-award conference for review and approval.

A. The Management Plan shall be clear, concise, and demonstrate that it will result in meeting the objectives and requirements contained within the Performance Work Statement.

B. The Management Plan shall identify the following:

1. key personnel roles and responsibilities;

2. proposed subcontracting or teaming arrangements and reporting relationships of all

subcontractors and team members; clearly identify what aspects of the work will be

performed by the prime and what aspects of the work will be performed by each

subcontractor in its technical approach

3. a plan that demonstrates successful communication and coordination between the Contractor and the government personnel/roles;

4. An organization chart with key personnel roles and names, subcontractors and teaming partners. The chart shall demonstrate clear lines of authority from the top of the organization to all those working on this effort.

C, Project Schedule

The project schedule shall demonstrate a clear understanding of the required operations and HUD requirements with realistic timeframes for performing all tasks and subtasks,meetings, and deliverables.

Any modifications / changes to the Management Plan/Project Schedule during the period of performance shall be provided to the COR for review no later than 10 business days prior to effective date of the change. The Management Plan shall be subject to the Government’s review and approval.

Within 60 days of the exercise of each option period, the Contractor shall review the Management Plan/Project Schedule to determine if changes are required. If changes are required the Contractor shall submit a revised Management Plan/Project Schedule before the 61st day of the exercised option period. If changes are not required, the Contractor shall submit a letter via email declaring that the existing Management Plan/Project Schedule is accurate, complete, and current before the 61st day of the exercised option period.

Deliverables

A019 Final Management Plan / Project Schedule

A020 Updated Management Plan / Project Schedule

### **6.1 Transition-In**

The new Contractor shall have sufficient personnel on board during the 90-day Transition-In period to ensure a smooth transition with the incumbent. The Contractor shall provide an orderly transition of work acceptance and accomplishment such that any impact to the program is minimized.  During the Transition-In period, the Contractor shall begin to take responsibility for and implement the requirements, and gradually take on tasks in order to commence full performance of services by the end of the contract Transition-In period.

The Contractor shall be required to brief the Transition-In Plan that was submitted with the proposal at the post award conference. The Contractor shall submit a revised Final Transition-In Plan within 5 business days after the post-award conference to the COR via email for review and approval. The Contractor shall develop and implement procedures to ensure a smooth transition of the duties under this PWS with no interruption of performance.

During the Transition-In period, the Contractor shall obtain access to HUD systems for performing the tasks in this PWS for all personnel who require access to the system to perform their duties in accordance with HUDAR 2452.239-70 ACCESS TO HUD SYSTEMS (DEVIATION MAY 2017). Once this access is obtained, the Contractor shall familiarize itself with the structure of and fields present in HUD systems that the Contractor shall work with under the task described in this PWS. The Contractor shall review the information available in HUD systems regarding the HAP Contracts assigned to the Contractor under this contract.

The Contractor shall establish a physical infrastructure, retain qualified staff and obtain the necessary information technology applications to perform the tasks required in this PWS. The Contractor shall provide training to its workforce that will enable them to provide the services required under this PWS, obtain all required licenses, permits, and legal permissions required to conduct business in the assigned area.

The Contractor shall complete preparation activities within the first 60 days of the Transition-In, including but not limited to: attending post-award conferences and meetings with HUD staff, establishing its physical infrastructure, ensuring that its workforce is trained, qualified, in-place, and has the appropriate access to perform all tasks required in the PWS, requiring all necessary licenses and permissions to conduct business in the assigned area, and having the appropriate systems and procedures in place in order to fully perform the responsibilities contained in the PWS.

Beginning immediately following the post-award meeting and continuing throughout the transition-in period, the Contractor shall communicate with the incumbent Contractor to ensure a smooth transition of responsibility of tasks. This communication shall include, but is not limited to, obtaining information regarding any properties that are currently out of compliance with HUD requirements, any special circumstances surrounding the program or specific HAP Contracts, or any other issues that require particular attention.

HUD will begin assigning properties to the Contractor through the iREMS system on the 61st day of the transition-in period. The Contractor shall be responsible for performing tasks for these properties immediately upon assignment of the asset. HUD will continue to assign properties to the Contractor throughout the balance of the transition-in period and afterwards, and assignments may happen multiple times per day or after business hours, so the Contractor is reminded to monitor their assignment properties regularly.

Deliverables

A021 Final Transition-In Plan

### **6.2 Transition-Out**

To minimize any decrease in productivity and to prevent possible negative impacts on additional services, the Contractor shall have sufficient personnel on board during the 90-day Transition-Out period.  The incumbent Contractor shall ensure a smooth transition with the successor Contractor during the 90-day Transition-Out period, prior to completion of contractual performance.  The incumbent Contractor shall aid the successor in the development of plans, procedures, and methods for the assumption of all on going work.  The Contractor shall provide an orderly transition of work acceptance and accomplishment, such that the successor Contractor shall be able to take full control of the tasks by the end of the new contract Transition-In period

Within 60 business days prior to the end of the contract period of performance, the Contractor shall brief the Preliminary Transition-out Plan to the COR. The Contractor shall develop and implement procedures to ensure a smooth transition of the duties under this PWS with no interruption of performance. Within 10 business days of receiving feedback from the COR on the Preliminary Transition-Out Plan, the Contractor shall submit a Final Transition-Out Plan to the COR via email for review and approval.

The Contractor shall communicate with the subsequent Contractor to ensure a smooth transition of responsibility of tasks. This communication shall include, but is not limited to, presenting information regarding any properties that are currently out of compliance with HUD requirements, any special circumstances surrounding the program or specific HAP Contracts, or any other issues that require particular attention.

HUD will begin to transfer assets to the new Contractor on the 61st day of the transition-out period. The Contractor shall no longer have primary responsibility for conducting the tasks associated with a property that has been assigned to the new Contractor, but shall be responsible for providing assistance, information and support through the end of the transition-out period.

Deliverables

A022 Final Transition-Out Plan

### **6.0 Deliverables**

The Contractor shall complete all work and submit all deliverables as specified herein.

| PWS  Task No. | Number | Name | Frequency | Quantity |
| --- | --- | --- | --- | --- |
| 5.1.1 | A001 | Special Portfolio Analysis (SPA) | Quarterly | 1 *(each quarter*) |
|  |  | Submit to the COR via email no later than 60 days after topic assignment. |  |  |
| 5.1.2 | A002 | Portfolio Risk Assessment Report (PRAR) | Quarterly | 1 *(each quarter*) |
|  |  | Submit to the COR via email no later than 15 days after the end of each quarter. |  |  |
| 5.2.1 | A003 | Opt-Out Notification | As Required | 1 |
|  |  | Submit to the COR via email by close of next business day. |  |  |
| 5.2.2 | A004 | Notification of Owner Executed HAP Contract | As Required | 1 |
|  |  | Submit to the COR via email within three business days of receipt. |  |  |
| 5.2.3 | A005 | Notification of Requirement for Short-Term HAP Renewal  Submit to COR via email within 30 days prior to HAP contract expiration. | As Required | 1 |
| 5.2.3 | A006 | Short-Term HAP Contract Renewal | As Required | 1 |
| 5.2.4 | A007 | Owner Executed HAP Contract | As Required | 1 |
|  |  | Mail hardcopy to COR within two business days of receipt of confirmation. |  |  |
| 5.3.2 | A008 | Proposed Rent Increases (Greater than 5%) | As Required | 1 |
|  |  | Submit to the COR via email within 3 days of receipt from O/A. |  |  |
| 5.3.4 | A009 | Appeal Documentation | As Required | 1 |
|  |  | Submit to the COR via email within 5 business days of request. |  |  |
| 5.4.1 | A010 | Annual Financial Statement | Annually | 1 |
|  |  | Submit to the COR via email no later than 60 days after the Contractor's fiscal year end. |  |  |
| 5.4.1 | A011 | Annual Financial Statement Corrective Action Plan | As Required | 1 |
|  |  | Submit to the COR via email no later than 5 days after audit findings. |  |  |
| 5.4.2 | A012 | Monthly Status Report | Monthly | 1 *(each month*) |
|  |  | Submit to the COR via email by the tenth (10th) business day of each month for the previous month’s activities. |  |  |
| 5.5.1 | A013 | Preliminary Contingency Plan | Once | 1 |
|  |  | Submit to the COR no later than 5 business days after contract award. |  |  |
| 5.5.1 | A014 | Final Contingency Plan | Once | 1 |
|  |  | Submit to the COR via email within 10 business days of receiving feedback. |  |  |
| 5.5.1 | A015 | Incident Notification | As Required | 1 |
|  |  | Submit to the COR via email within two business hours of incident. |  |  |
| 5.5.1 | A016 | Incident Update | As Required | 1 |
|  |  | Submit to the COR via email within one business day after incident. |  |  |
| 5.5.1 | A017 | Updated Contingency Plan | As Required | 1 |
|  |  | Submit to the COR via email within 5 business days after update. |  |  |
| 5.5.1 | A018 | Contingency Plan Review and Validation | Annually | 1 |
|  |  | Submit to the COR via email no later than 60 days after the Contractor's fiscal year end. |  |  |
| 5.5.2 | A019 | Final Management Plan / Project Schedule | Once | 1 |
|  |  | Submit to the COR within 10 business days of receiving feedback. |  |  |
| 5.5.2 | A020 | Updated Management Plan / Project Schedule | As Required | 1 |
|  |  | Submit to the COR via email no later than 10 business days prior to effective date of change. |  |  |
| 6.1 | A021 | Final Transition-In Plan | Once | 1 |
|  |  | Submit to the COR within 10 business days of receiving feedback. |  |  |
| 6.2 | A022 | Final Transition-Out Plan | Once | 1 |
|  |  | Submit to the COR via email within 10 business days of receiving feedback. |  |  |
| 7.1 | A023 | Preliminary Quality Control Plan | Annually | 1 |
|  |  | Submit to the COR no later than 5 business days after contract award. |  |  |
| 7.1 | A024 | Final Quality Control Plan | Once | 1 |
|  |  | Submit to the COR via email within 10 business days of receiving feedback. |  |  |
| 7.1 | A025 | Proposed Quality Control Plan Changes | As Required | 1 |
|  |  | Submit to the COR via email no later than 10 business days prior to the effective date of change. |  |  |

### **7.1 Quality Control Plan**

The Contractor shall establish and maintain a complete quality control program that shall ensure services are performed in accordance with this contract.  The Contractor shall develop and implement procedures to identify, prevent, and ensure non-reoccurrence of defective services. The Contractor's quality control program is how it assures itself that its work complies with the requirements of the contract.

The Contractor shall submit to the COR via email a Preliminary Quality Control Plan (QCP) within 5 business days of contract award. The Contractor shall maintain an effective quality control program to ensure services are performed in accordance with the PWS.  The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

The QCP shall have effective and independent quality control methods and procedures to ensure that all tasks are completed in accordance with the performance standards listed in the PWS.  The QCP shall describe key risk areas, management controls, corrective actions, and describe how the Contractor shall ensure the effective management of employees of the prime and subcontractors and their activities.  The QCP shall describe an approach to subcontractor management that makes clear the contractual and reporting relationships of all subcontractors. The QCP shall include an organizational chart which reflects the independence of the Quality Control function.

Within 10 business days of receiving feedback from the COR on the Preliminary QCP, the Contractor shall submit a Final QCP to the COR via email.

Any modifications / changes to the QCP during the period of performance shall be provided to the COR for review no later than 10 business days prior to effective date of the change. The QCP shall be subject to the Government’s review and approval.

The Government may find the QCP "unacceptable" whenever the Contractor’s procedures do not accomplish quality control objective(s).  The Contractor shall revise the QCP within 10 business days from receipt of notice that QCP is found "unacceptable."

Deliverables

A023 Preliminary Quality Control Plan

A024 Final Quality Control Plan

A025 Proposed Quality Control Plan Changes

### **8. Related Documents**

The Contractor shall abide by all applicable regulations, publications, manuals, policies, and procedures in the performance of this contract.

MF RHIIP Listserv

http://portal.hud.gov/hudportal/HUD?src=/subscribe/signup&listname=Multifamily%20Housing%20RHIIP%20(Rental%20Housing%20Integrity%20Improvement%20Program)%20Tips&list=MFH-RHIIP-TIPS-L

PD&R Data Sets https://www.huduser.gov/portal/home.html

### **9.0 Performance Requirements Summary**

The summary chart below lists the contract's primary requirements, the associated performance standards, the expected target performance, and the methods of surveillance.  While some contract requirements may not be listed in the chart below, requirements not appearing on the PRS chart do not negate the Contractor's obligation to perform all requirements as specified in the contract.  Additionally, HUD reserves all rights and remedies under the provisions and clauses of the contract when performance of any contract requirement, whether or not listed below, is unacceptable.

HUD will develop a Quality Assurance Surveillance Plan to be used to provide contract oversight.  In conjunction with the Contractor's Quality Control Plan and various other methods of assessing performance, the COR may perform on-site reviews and/or other types of verification to determine that the specified target performance requirements have been met.

Regular review of Contractor performance is critical to the overall success of the contract.

**Performance Requirement Summary (PRS)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Statements** | | **Standards/AQLs** | **Incentive/Remedy** |
| 5.2 | HAP Contract Administration Support | a) 100% review and verification of owner compliance with requirements for opting-out of a HAP Contract. AQL: Zero deviation.  b) 100% of HAP Contract long-term renewals are processed and sent to the owner within 60 days of owner renewal request. AQL: Zero deviation | A 2% deduction from the entire associated CLIN price for each occurrence below the established performance standard. The deduction will be assessed on the following month's invoice.  1% deduction from the associated CLIN price for each week (per renewal) over the established performance standard. Deductions are capped at 4% for each renewal found to be over the established performance standard. The deduction will be assessed on the following month's invoice. |

|  |  |  |  |
| --- | --- | --- | --- |
| **Statements** | | **Standards/AQLs** | **Incentive/Remedy** |
| 5.3 | HAP Contract Rent Adjustment | a) Evaluate rent adjustment requests within 30 days of receipt from O/A. AQL: 5-day deviation from standard. | A deduction will be taken from the associated CLIN price for each occurrence below the established performance standard. The deduction will be assessed on the following month's invoice.  The deduction scale is as follows:  Days 36-40: 1% deduction.  Days 41-45: 2% deduction.  Day 46 and beyond an additional 1% deduction for each five-day period. |

**SECTION D – PACKAGING AND MARKING**

**D.1. ENVIRONMENTALLY SAFE PACKAGING**

The contractor shall package non‑breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). All deliverables shall be packaged and marked in the most economical manner possible and in accordance with the best commercial practices and provide adequate protection during shipping and handling.

**D.2. PAYMENT OF POSTAGE AND SHIPPING COSTS**

All postage and shipping costs related to the submission of the information (including reports and forms) required by this contract shall be paid for by the contractor. The price specified in Section B is inclusive of all postage, shipping and delivery charges.

**D.3. MARKING**

All information submitted to the Contracting Officer or Contracting Officer Representative (COR) shall clearly indicate the contract number for which the information is being submitted.

# SECTION E - INSPECTION AND ACCEPTANCE

**E.1** **FAR 52.246-4 INSPECTION OF SERVICES-FIXED-PRICE AUG 1996**

E.2 HUDAR 2452.246-70 INSPECTION AND ACCEPTANCE (DEVIAITON MAY 2017)

Inspection and acceptance of all work required under this contract shall be performed by the

Contracting Officer’s Representative (COR) or other individual as designated by the Contracting

Officer or COR.

(End of clause)

# SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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):

<http://farsite.hill.af.mil/>

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

NUMBER TITLE DATE

FAR 52.242-15 STOP-WORK ORDER AUG 1989

FAR 52.242-17 GOVERNMENT DELAY OF WORK APR 1984

**F.2 DELIVERY SCHEDULE**

Deliveries shall be in accordance with the PWS Section C.

**F.3 IDIQ Contract Period**

Base: 12 months – TBD 2018 to TBD 2019

In accordance with the clause at 52.217-9, "Option to Extend the Term of the Contract," the contract may be extended for the following periods:

**Option No. Period**

Option Period 1 TBD 2019 to TBD 2020

Option Period 2 TBD 2020 to TBD 2021

Option Period 3 TBD 2021 to TBD 2022

Option Period 4 TBD 2022 to TBD 2023

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G. 1 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)**

**(Deviation MAY 2017)**

(a) *Payment schedule.* Payment of the contract price (see Section B of the contract) will be made upon completion and acceptance of all work unless a partial payment schedule is included below.

The payments shall be in accordance with Section B.

**Alternate II MAR 2016**

b) *Submission of invoices*.

(1) The Contractor shall obtain access and submit invoices to the Department of Treasury Bureau of Fiscal Services' Invoice Platform Processing System via the Web at URL: <https://arc.publicdebt.treas.gov/ipp/fsippqrg.htm> in accordance with the instructions on the Web site. To constitute a proper invoice, the invoice must include all items required by the [FAR clause at 52.232-25](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/Far/52_232.htm#P611_110572), ``Prompt Payment.''

(2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., block 14 of the Standard Form (SF) 26, block 21 of the SF-33, or block 25 of the SF-1449).

(End of Alternate II)

(c) *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.

(d) *Final invoice payment.* The final invoice will not be paid prior to certification by the Contracting Officer that all work has been completed and accepted.

(End of clause)

**G.2 2452.237-73, CONDUCT OF WORK AND TECHNICAL GUIDANCE**

**(DEVIATION MAY 2017)**

(a) The Contracting Officer will provide the contractor with the name and contact information of

the Contracting Officer’s Representative (COR) assigned to this contract. The COR will serve as

the contractor’s liaison with the Contracting Officer with regard to the conduct of work.

(b) The COR for liaison with the contractor as to the conduct of work is **[to be inserted at time of**

**award]** or a successor designated by the Contracting Officer. The Contracting Officer will notify

the contractor in writing of any change to the current COR’s status or the designation of a

successor COR.

(c) The COR will provide guidance to the contractor on the technical performance of the

contract. Such guidance shall not be of a nature which:

(1) Causes the contractor to perform work outside the statement of work or specifications of

the contract;

(2) Constitutes a change as defined in FAR 52.243 1;

(3) Causes an increase or decrease in the cost of the contract;

(4) Alters the period of performance or delivery dates; or

(5) Changes any of the other express terms or conditions of the contract.

(d) The COR 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 COR may issue such

guidance via telephone, facsimile (fax), or electronic mail.

(e) Other specific limitations [to be inserted by Contracting Officer]:

(f) The contractor shall promptly notify the Contracting Officer whenever the contractor believes

that guidance provided by any government personnel, whether or not specifically provided

pursuant to this clause, is of a nature described in paragraph (b) above.

(End of clause)

**G.3 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:

| **Name** | **Key Personnel Role** | **Title** | **Employee (Yes/No)** | **% of Weekly Time Devoted to Contract** |
| --- | --- | --- | --- | --- |
|  | Program Director |  |  |  |
|  | Project Manager |  |  |  |
|  | \*\*Alternate Project Manager |  |  |  |

(End of clause)

**G. 4 Key Personnel Minimum Experience and Education Requirements**

1. Program Director - A minimum of five years of experience managing the operations of an organization that performs services for the government. Program Director must have proven technical expertise in the area of affordable housing subsidy agreements, staff supervision and development, and contract administration.
2. Project Manager - A minimum of three years of experience managing staff working on the administration, review, and oversight of affordable housing subsidy contracts. Project Manager must have proven technical expertise in the area of affordable housing subsidy agreements, staff supervision and development, and contract administration.

\*\* Alternate Project Manager – Please identify one of the other Key Personnel to serve as the Alternate Project Manager. The Project Manager and alternate shall have full authority to act on all contact matters relating to daily operations of this contract.

**G. 5 Project Manager and Alternate Project Manager**

The Contractor shall provide a Project Manager who shall be responsible for the performance of work.  An alternate shall also be designated to act in the absence of the Project Manager. One of the other Key Personnel shall be designated to serve as the Alternate Project Manager. The Project Manager and alternate shall have full authority to act on all contact matters relating to daily operations of this contract. These Contractor personnel (main point of contact and alternate point of contact) are considered Key Personnel by the Government and shall be listed as such in accordance with HUDAR 2452.237-70, "Key Personnel. **The Project Manager and Alternate Project Manager shall each be an employee of the Contractor.  An employee of a subcontractor is not acceptable for either of these positions.**

Accordingly, at a minimum, the points of contact shall have the technical knowledge of the requirement and be in the position to receive assignment, guidance, and direction from the COR and CO per HUDAR 2452.237-73, "Conduct of Work and Technical Guidance" and shall be allocated enough hours to the requirement to ensure successful performance.    The Contract/Project Manager or alternate shall be available between the hours of 8:00am to 4:30pm Monday through Friday EST, except Federal Holidays or when the Government facility is closed for administrative reasons.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

**H.1 Records Maintenance and Retention**

The Contractor shall maintain complete and accurate accounts and other records related to operations under the contract. The records shall be maintained in the form and manner required by HUD, including requirements governing computerized or electronic forms of recordkeeping. The Contractor shall:

Maintain complete and accurate accounts and records for each HAP Contract.

* 1. Furnish HUD such accounts, records, reports, documents and information at such times, in such form and manner, and accompanied by such supporting data, as required by HUD, including electronic transmission of data as required by HUD.
  2. Furnish HUD with such reports and information as may be required to support HUD data systems.
  3. Provide HUD and the Comptroller General of the United States, or their duly authorized representatives full and free access to all Contractor offices and facilities, and to all accounts and other records of the Contractor that are relevant to Contractor operations under the contract, including the right to examine or audit the records and to make copies. The Contractor shall provide any information or assistance needed to access the records.
  4. Keep accounts and other records for the period required by HUD.
  5. Protect records, reports, documents, and information regarding tenants collected by the Contractor pursuant to or in furtherance of HUD regulations in accordance with the Privacy Act of 1974, 5 U.S.C. 552(a), and the Federal Information Security Management Act (FISMA), 44 U.S.C 3541.
  6. Throughout the entire life of the contract, the Contracting Officer or duly authorized representative(s) shall have full and free access to the Contractor’s books, documents, papers and records that are pertinent to activities under the contract. The Contractor shall maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires. Nothing in this paragraph is intended to supplant the requirements in Section 3 of this document. In the event of any conflict between this section and other sections of this document section H shall take precedent.

**H.2 AS-2313 Examination of Records by HUD (Jul 2017)**

(a) The Contractor agrees that the Secretary of the Department of Housing and Urban Development (HUD) or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Secretary of HUD or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder.

(c) The term “subcontract” as used in this clause excludes (a) purchase orders not exceeding the simplified acquisition threshold and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(End of clause)

**H.3 2452.237-83 Access to Controlled Unclassified Information (DEVIATION JUNE 2015)**

(a) For the sole purpose of performing work required under this contract, the contracting officer

may grant the contractor – including contractor employees, subcontractors, and subcontractor

employees – access to controlled unclassified information (“CUI”).

(b) CUI:

1. Is any information which the loss, misuse, or modification of, or unauthorized access to,

could adversely affect the national interest or the conduct of federal programs or the

privacy to which individuals are entitled under section 552a of title 5, United States Code

(the Privacy Act), but which has not been specifically authorized under criteria

established by an Executive Order or an Act of Congress to be kept secret in the interest

of national defense or foreign policy;

1. Is not available to the general public;
2. May include:
3. Government acquisition-sensitive information, including source selection

information as defined at section 2.101 of the Federal Acquisition Regulation (48

CFR Chapter 1); contractor bid or proposal information;

1. Information contained in individual contracts that is not public information and

such contract information that is contained in Government databases; proprietary

economic, financial, or business information (*e.g*., salary information) provided to

the Government by other parties (*e.g*., other contractors) or belonging to HUD;

1. Personally identifiable information (PII) that includes, but is not limited to social

security numbers, names, dates of birth, places of birth, parents’ names, credit card

numbers, applications for entitlements, and information relating to a person’s

private financial, income, employment, and tax records; and

1. Other information that the HUD contracting officer or other authorized HUD

employee explicitly identifies as CUI; and

1. May exist in various physical media (*e.g*., paper, electronic file, audio or video disc) or

be transmitted orally, may be developed under or pre-exist any related contract, and may

be in its original form or a derivative form (*i.e.,* where the information has been included

in contractor-generated work, or where it is discernible from materials incorporating or

based upon such information).

(c) As a prior condition to being provided access to any CUI, each contractor or subcontractor

employee shall execute the nondisclosure agreement in **Attachment J-1 Non-disclosure Form** to this contract and deliver the executed agreement to the contracting officer.

(d) The contractor shall include this clause in all subcontracts.

(e) The contractor’s failure to comply with any part of this clause or with the terms of the

required nondisclosure agreements may result in the termination of this contract for default.

(End of Clause)

**H.4 Service Contract Labor Standards**

This contract is subject to the rules and regulations of the Service Contract Labor Standards (formerly known as the Service Contract Act of 1965). The current Wage Determinations applicable to this contract are those set forth by the Department of Labor for the geographic areas covered by this contract. The Wage Determinations will be based on where the actual services will be performed. (See FAR clause 52.222-41, Service Contract Act of 1965, in Section I). The Agency anticipates the following class of service employees to be utilized by the Contractor and any subcontractors in performing the contract. The Government reserves the right to revise the labor categories as necessary due to changes in the Performance Work Statement. At the time of award, the appropriate wage determinations will be incorporated.

The Government contemplates awarding one single award Fixed-Priced (Fixed Unit Rate) IDIQ contracts resulting from this solicitation that will provide services for the fifty (50) United States, the District of Columbia, the United States Virgin Islands, or the Commonwealth of Puerto Rico.

The contractor is responsible for being in compliance with DOL for any service employees employed within the company. The contractor may obtain a copy of the Service Contract Act Directory Occupational Index and descriptions from the DOL website:

http://www.dol.gov.

**PART II - CONTRACT CLAUSES**

**SECTION I - CONTRACT CLAUSES**

I.1 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):

<http://farsite.hill.af.mil/>

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

**NUMBER TITLE DATE**

52.202-1 Definitions NOV 2013

52.203-3 Gratuities APR 1984

52.203-5 Covenant Against Contingent Fees MAY 2014

52.203-6 Restrictions On Subcontractor Sales To The Government SEP 2006

52.203-7 Anti-Kickback Procedures MAY 2014

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal

or Improper Activity MAY 2014

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity MAY 2014

52.203-12 Limitation On Payments To Influence Certain Federal Transactions OCT 2010

52.203-13 Contractor Code of Business Ethics and Conduct OCT 2015

52.203-14 Display of Hotline Poster(s) OCT 2015

Department of Homeland Security/Office of Inspector General

http://www.oig.dhs.gov, 1-800-323-8603

52.203-16 Preventing Personal Conflicts of Interest DEC 2011

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform

Employees of Whistleblower Rights APR 2014

52.204-4 Printed Or Copied Double-Sided On Recycled Paper MAY 2011

52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards OCT 2015

52.204-13 System for Award Management Maintenance OCT 2016

52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts OCT 2016

52.204-19 Incorporation by Reference of Representations and Certifications DEC 2014

52.204-22 Alternative Line Item Proposal JAN 2017

52.209-6 Protecting The Government’s Interest When Subcontracting With

Contractors Debarred, Suspended, Or Proposed For Debarment OCT 2015

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters JUL 2013

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations NOV 2015

52.210-1 Market Research APR 2011

52.215-2 Audit and Records – Negotiation OCT 2010

52.215-8 Order Of Precedence-Uniform Contract Format OCT 1997

52.219-8 Utilization of Small Business Concerns NOV 2016

52.219-9 Small Business Subcontracting Plan JAN 2017

Alternate II (NOV 2016)

52.219-16 Liquidated Damages – Subcontracting Plan JAN 1999

52.219-28 Post-Award Small Business Program Representation JUL 2013

52.222-3 Convict Labor JUN 2003

52.222-17 Nondisplacement of Qualified Workers MAY 2014

52.222-21 Prohibition of Segregated Facilities APR 2015

52.222-26 Equal Opportunity SEP 2016

52.222-37 Employment Reports On Veterans FEB 2016

52.222-40 Notification of Employee Rights Under the National Labor Relations Act DEC 2010

52.222-41 Service Contract Labor Standards May 2014

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards.Price

Adjustment (Multiple Year and Option Contracts MAY 2014

52.222-50 Combating Trafficking in Persons MAR 2015

52.222-54 Employment Eligibility Verification OCT 2015

52.222-55 Minimum Wages Under Executive Order 13658 DEC 2015

52.222-62 Paid Sick Leave Under Executive Order 13706 JAN 2017

52.223-6 Drug-Free Workplace MAY 2001

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving AUG 2011

52.224-1 Privacy Act Notification APR 1984

52.224-2 Privacy Act APR 1984

52.224-3 Privacy Training JAN 2017

52.225-13 Restrictions On Certain Foreign Purchases JUN 2008

52.227-1 Authorization and Consent DEC 2007

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement DEC 2007

52.229-3 Federal, State, And Local Taxes FEB 2013

52.232-1 Payments APR 1984

52.232-8 Discounts for Prompt Payment FEB 2002

52.232-9 Limitation on Withholding of Payments APR 1984

52.232-11 Extras APR 1984

52.232-17 Interest MAY 2014

52.232-23 Assignment of Claims MAY 2014

52.232-25 Prompt Payment JAN 2017

52.232-33 Payment by Electronic Funds Transfer – System for Award Management JUL 2013

52.232-39 Unenforceability of Unauthorized Obligations JUN 2013

52.232-40 Providing Accelerated Payments to Small Business Subcontractors DEC 2013

52.233-1 Disputes MAY 2014

52.233-3 Protest After Award AUG 1996

52.233-4 Applicable Law for Breach of Contract Claim OCT 2004

52.237-3 Continuity of Services JAN 1991

52.242-5 Payments to Small Business Subcontractors JAN 2017

52.242-13 Bankruptcy JUL 1995

52.243-1 Changes—Fixed Price APR 1987

(Alternate I APR 1984)

52.244-6 Subcontracts for Commercial Items OCT 2016

52.246-25 Limitation of Liability—Services FEB 1997

52.249-2 Termination for Convenience of the Government (Fixed-Price) APR 2012

52.249-8 Default (Fixed-Price Supply and Service) APR 1984

**I.2 FAR CLAUSES INCORPORATED BY FULL TEXT**

#### 52.204-21 Basic Safeguarding of Covered Contractor Information Systems JUN 2016

(a) Definitions. As used in this clause--

“Covered Contractor information system” means an information system that is owned or operated by a Contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered Contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered Contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

### **52.216-18 ORDERING OCT 1995**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from**.**Date of Award through end of the current performanceperiod, including any exercised options.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

### **52.216-19** **ORDER LIMITATIONS OCT 1995**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **$ will be inserted when the formal RFP is issued,**  the Government 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 **$ will be inserted when the formal RFP is issued**;

(2) Any order for a combination of items in excess of **$ will be inserted when the formal RFP is issued;** or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection [52.216-21](https://www.acquisition.gov/sites/default/files/current/far/html/52_216.html#wp1115057) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within  **7** days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

### **52.216-22 INDEFINITE QUANTITY OCT 1995**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months after contract expiration.

(End of 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 no later than 10 days prior to the expiration of the contract.

(End of Clause)

**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 no

later than 30 days prior to the expiration of the contract; provided that the Government gives the

Contractor a preliminary written notice of its intent to extend at least 60 days before the contract

expires. The preliminary notice does not commit the Government to an extension.

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

this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause,

shall not exceed the period of time set in the Schedule except that extensions pursuant to FAR

52.217-8 permit the duration to extend up to 6 months beyond the stated limit.

(End of Clause)

### 

### **52.222-35 Equal Opportunity for Veterans** **Oct 2015**

(a) Definitions. As used in this clause.

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2022_13.html#wp1085590).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

### **52.222-36 Equal Opportunity for Workers with Disabilities** **Jul 2014**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**52.222-42 Statement of Equivalent Rates for Federal Hires May 2014**

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

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

|  |  |
| --- | --- |
| Employee Class | Monetary Wage -- Fringe Benefits |
|  |  |
|  |  |
|  |  |

(End of Clause)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR 1984**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(Deviation)’ after the date of the clause.

(b) The use in this solicitation or contract of any HUDAR (48 CFR Chapter 24) clause with an authorized deviation is indicated by the addition of “(Deviation)’ after the name of the regulation.

(End of Clause)

**I.3 THE FOLLOWING HUDAR CLAUSES ARE LISTED IN FULL TEXT:**

**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.

**2452.204-70, PRESERVATION OF, AND ACCESS TO, CONTRACT RECORDS (TANGIBLE AND ELECTRONICALLY STORED INFORMATION (ESI) FORMATS DEC 2012**

(a) For the purposes of this clause—

Contract records means information created or maintained by the Contractor in the performance of the contract. Contract records include documents required to be retained in accordance with FAR 4.703 and other information generated or maintained by the Contractor that is pertinent to the contract and its performance including, but not limited to: email and attachments, formal and informal correspondence, calendars, notes, reports, memoranda, spreadsheets, tables, telephone logs, forms, survey, books, papers, photographs, drawings, machine-readable materials, and data. Contract records may be maintained as electronically stored information or as tangible materials. Contract records may exist in either final or any interim version ( e.g., drafts that have been circulated for official purposes and contain unique information, such as notes, edits, comments, or highlighting). Contract records may be located or stored on the Contractor's premises or at off-site locations.

Electronically stored information (ESI) means any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the Contractor, subcontractor(s), or employees of the Contractor or subcontractor(s) regardless of the physical location of the device or media ( e.g., offsite servers or data storage).

ESI devices and media include, but are not be limited to:

(1) Computers (mainframe, desktop, and laptop);

(2) Network servers, including shared and personal drives;

(3) Individual email accounts of the Contractor's principals, officers, and employees, including all folders contained in each email account such as “inbox,” “outbox,” “drafts,” “sent,” “trash,” “archive,” and any other folders;

(4) Personal data assistants (PDAs);

(5) External data storage devices including portable devices ( e.g., flash drive); and

(6) Data storage media (magnetic, e.g., tape; optical, e.g., compact disc, microfilm, etc.).

Tangible materials means contract records that exist in a physical ( i.e., non-electronic) state.

(b) If during the period of performance of this contract, HUD becomes, or anticipates becoming, a party to any litigation concerning matters related to records maintained or generated by the Contractor in the performance of this contract, the Contracting Officer may provide the Contractor with a written (either hardcopy or email) preservation hold notice and certification of compliance with the preservation hold notice. Upon receipt of the hold notice, the Contractor shall immediately take the following actions—

(1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI.

(2) Preserve tangible materials and ESI. The Contractor shall preserve ESI in its “native” form to preserve metadata ( i.e., creation and modification history of a document).

(3) Identify all individuals who possess or may possess tangible materials and ESI related to this matter, including Contractor employees, subcontractors, and subcontractor employees. The Contractor shall provide the names of all such individuals via email to the HUD official indicated in the notice.

(4) Document in writing the Contractor's efforts to preserve tangible materials and ESI. It may be useful to maintain a log documenting preservation efforts.

(5) Complete the certification of compliance with the preservation hold notice upon receipt and return it to the identified contact person; and

(6) Upon the request of the Contracting Officer, provide the Contracting Officer or other HUD official designated by the Contracting Officer with any of the information described in this clause. The Contractor shall immediately confirm receipt of such request. The Contractor shall describe in detail any records that the Contractor knows or believes to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location.

(c)(1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(2) The Contractor must assert its right to an adjustment under this clause within \_\_ [ Contracting Officer insert period; 30 days if no other period inserted ] from the date of receipt of the Contracting Officer's request made pursuant to paragraph (b)(6) of this clause. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a request submitted before final payment of the contract.

(3) Failure to agree to any adjustment shall be a dispute under the “Disputes” clause of this contract. However, nothing in this clause shall excuse the Contractor from providing the records requested by the Contracting Officer.

(e) The Contractor shall include this clause in all subcontracts.

(End of clause)

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

1. The Contractor’s objectivity in performing the contract work is or might be otherwise impaired.
2. 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.
3. 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.
4. 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.

(End of clause)

**2452.216-76 MINIMUM AND MAX QUANTITIES OR AMOUNTS FOR ORDER DEC 2012**

(a) The minimum quantity or amount to be ordered under this contract shall not be less than **$ will be inserted when the formal RFP is issued.**

(b) The maximum quantity or amount to be ordered under this contract shall not exceed **$ will be inserted when the formal RFP is issued.**

(End of clause)

**2452.216-78 ORDERING PROCEDURES FEB 2006**

(a) Orders issued under this contract may be placed in writing or via *electronic mail (email)*.

(End of clause)

**2452.219-73 INCOPORATION OF SUBCONTRACTING PLAN DEC 2012**

The Contractor's approved subcontracting plan, dated **\_\_ [Contracting Officer insert date**] is hereby incorporated by reference and made a part of this contract.

(End of clause)

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.

(End of clause)

**2452.237-79 POST AWARD CONFERENCE MAR 2016**

The Contractor shall be required to attend a post-award conference on TBD to be held at Department of Housing and Urban Development, 451 7th Street SW, Washington, DC 20410, unless other arrangements are made. All Contractors must have a valid ID for security clearance into the building.

(End of clause

**2452.239-70 ACCESS TO HUD SYSTEMS (DEVIATION MAY 2017)**

(a) Definitions: As used in this clause -

"Access" means the ability to obtain, view, read, modify, delete, and/or otherwise make use of

information resources.

"Application" means the use of information resources (information and information technology)

to satisfy a specific set of user requirements (see OMB Circular A-130).

“Contract” means any authorized contractual instrument, including but not restricted to task

orders, purchase orders, Blanket Purchase Agreement calls, etc.

"Contractor employee" means an employee of the prime contractor or of any subcontractor,

affiliate, partner, joint venture, or team members with which the Contractor is associated. It also

includes consultants engaged by any of those entities.

"Mission-critical system" means an information technology or telecommunications system used

or operated by HUD or by a HUD contractor, or organization on behalf of HUD, that processes

any information, the loss, misuse, disclosure, or unauthorized access to, or modification of which

would have a debilitating impact on the mission of the agency.

"NACI" means a National Agency Check with Inquiries, the minimum background investigation

prescribed by OPM.

"PIV Card" means the Personal Identity Verification (PIV) Card, the Federal Government-issued

identification credential (i.e., identification badge).

"Sensitive information" means any information of which the loss, misuse, or unauthorized access

to, or modification of, could adversely affect the national interest, the conduct of federal

programs, or the privacy to which individuals are entitled under section 552a of title 5, United

States Code (the Privacy Act), but which has not been specifically authorized under criteria

established by an Executive Order or an Act of Congress to be kept secret in the interest of

national defense or foreign policy.

"System" means an interconnected set of information resources under the same direct

management control, which shares common functionality. A system normally includes hardware,

software, information, data, applications, communications, and people (see OMB Circular A-

130). System includes any system owned by HUD or owned and operated on HUD's behalf by

another party.

(b) General.

(1) The performance of this contract requires contractor employees to have access to a HUD

system or systems. All such employees who do not already possess a current PIV Card

acceptable to HUD shall be required to provide personal background information, undergo a

background investigation (NACI or other OPM-required or approved investigation),

including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior

to being permitted access to any such system in performance of this contract. HUD may

accept a PIV Card issued by another Federal Government agency but shall not be required to

do so. No contractor employee will be permitted access to any HUD system without a PIV

Card.

(2) All contractor employees who require access to mission-critical systems or sensitive

information contained within a HUD system or application(s) are required to have a more

extensive background investigation. The investigation shall be commensurate with the risk

and security controls involved in managing, using, or operating the system or applications(s).

(c) Citizenship-related requirements. Each affected contractor employee as described in

paragraph (b) of this clause shall be:

(1) A United States (U.S.) citizen; or,

(2) A national of the United States (see 8 U.S.C. 1408); or,

(3) An alien lawfully admitted into, and lawfully permitted to be employed in the United

States, provided that for any such individual, the Government is able to obtain sufficient

background information to complete the investigation as required by this clause. Failure on

the part of the Contractor to provide sufficient information to perform a required

investigation or the inability of the Government to verify information provided for affected

contractor employees will result in denial of their access.

(d) Background investigation process.

(1) The Contracting Officer’s Representative (COR) shall notify the Contractor of those

contractor employee positions requiring background investigations.

(i) For each contractor employee requiring access to HUD information systems, the

contractor shall submit the following properly completed forms: Electronic Standard

Form (SF) 85, "Questionnaire for Non-sensitive Positions” via e-QIP, completed

USAccess enrollment (electronic fingerprinting) and Optional Form (OF) 306 (Items 1

thru 17). The SF-85 and OF-306 are available from the OPM website,

http://www.opm.gov . The Electronic questionnaire is available on OPM’s e-QIP site

https://www.opm.gov/investigations/e-qip-application/.

(ii) For each contractor employee requiring access to mission-critical systems and/or

sensitive information contained within a HUD system and/or application(s), the

contractor shall submit the following properly completed forms: Electronic SF-85P,

"Questionnaire for Public Trust Positions” via e-QIP;" Electronic Standard Form (SF)

85, "Questionnaire for Non-sensitive Positions via e-QIP," completed USAccess

enrollment (electronic fingerprinting) and Optional Form (OF) 306 (Items 1 thru 17).

The SF-85 and OF-306 are available from the OPM website, http://www.opm.gov . The

Electronic questionnaire is available on OPM’s e-QIP site

https://www.opm.gov/investigations/e-qip-application/; and a Fair Credit Reporting Act

form (authorization for the credit-check portion of the investigation). Contractor

employees shall complete the Medical Release behind the SF-85P.

(iii) The electronic questionnaires (e-QIP) SF-85, 85P, and OF-306 are available from

OPM's websites https://www.opm.gov/investigations/e-qip-application/and

http://www.opm.gov. The COR will provide all other forms that are not obtainable via

the Internet.

(2) The contractor shall deliver the forms and information required in paragraph (d)(1) of

this clause to the COR as securely as possible.

(3) Affected contractor employees who have had a federal background investigation without

a subsequent break in federal employment or federal contract service exceeding 2 years may

be exempt from the investigation requirements of this clause subject to verification of the

previous investigation. For each such employee, the Contractor shall submit the following

information in lieu of the forms and information listed in paragraph (d)(1) of this clause: PIV

& Pre-Security Form.

(4) The investigation process shall consist of a range of personal background inquiries and

contacts (written and personal) and verification of the information provided on the

investigative forms described in paragraph (d)(1) of this clause.

(5) Upon completion of the investigation process, the COR will notify the contractor if any

contractor employee is determined to be unsuitable to have access to the system(s),

application(s), or information. Such an employee may not be given access to those resources.

If any such employee has already been given access pending the results of the background

investigation, the contractor shall ensure that the employee's access is revoked immediately

upon receipt of the COR's notification.

(6) Failure of the COR to notify the Contractor (see subparagraph (d)(1)) of any employee

who should be subject to the requirements of this clause and is known, or should reasonably

be known, by the Contractor to be subject to the requirements of this clause, shall not excuse

the Contractor from making such employee(s) known to the COR. Any such employee who

is identified and is working under the contract, without having had the appropriate

background investigation or furnished the required forms for the investigation, shall cease to

perform such work immediately and shall not be given access to the system(s)/application(s)

described in paragraph (b) of this clause until the Contractor has provided the investigative

forms required in paragraph (d)(1) of this clause for the employee to the COR

(7) The Contractor shall notify the COR in writing whenever a contractor employee for

whom a background investigation package was required and submitted to HUD, or for

whom a background investigation was completed, terminates employment with the

Contractor or otherwise is no longer performing work under this contract that requires access

to the system(s), application(s), or information. The Contractor shall provide a copy of the

written notice to the Contracting Officer.

(e) PIV Cards.

(1) HUD will issue a PIV Card to each contractor employee who is to be given access to

HUD systems and does not already possess a PIV Card acceptable to HUD (see paragraph

(b) of this clause). HUD will not issue the PIV Card until the contractor employee has

successfully cleared an FBI National Criminal History Fingerprint Check, HUD has initiated

the background investigation for the contractor employee and a Security Approval Notice

from HUD PSD via PSDContractorIn-box@hud.gov has been received. Initiation is defined

to mean that all background information required in paragraph (d)(1) of this clause has been

delivered to HUD. The employee may not be given access prior to those three events. HUD

may issue a PIV Card and grant access pending the completion of the background

investigation. HUD will revoke the PIV Card and the employee's access if the background

investigation process (including adjudication of investigation results) for the employee has

not been completed within 6 months after the issuance of the PIV Card.

(2) PIV Cards shall identify individuals as contractor employees. Contractor employees shall

display their PIV Cards on their persons at all times while working in a HUD facility, and

shall present cards for inspection upon request by HUD officials or HUD security personnel.

(3) The Contractor shall be responsible for all PIV Cards issued to the contractor's employees

and shall immediately notify the COR if any PIV Card(s) cannot be accounted for. The

contractor shall promptly return PIV Cards to HUD as required by the FAR clause at 52.204-9. The contractor shall notify the COR immediately whenever any contractor employee no

longer has a need for his/her HUD-issued PIV Card (e.g., the employee terminates

employment with the contractor, the employee's duties no longer require access to HUD

systems). The COR will instruct the contractor as to how to return the PIV Card. Upon

expiration of this contract, the COR will instruct the contractor as to how to return all HUD12

issued PIV Cards not previously returned. Unless otherwise directed by the Contracting

Officer, the contractor shall not return PIV Cards to any person other than the COR.

(4) The Contractor shall submit a report to the Contracting Officer and COR no later than 5

calendar days after the end of each calendar quarter that provides the status of each employee

who is required to work in a HUD facility during the performance of the contract. At a

minimum, the report shall identify the contractor and the contract number, and list for each

employee the following information –

(i) Employee name;

(ii) Name of HUD facility where employee works;

(iii) Date background check submitted;

(iv) Date PIV Card issued;

(v) PIV card number

(vi) Date employee no longer has need of HUD PIV Card;

(vii) Date CO and COR were notified;

(viii) Date PIV Card returned to COR.

(f) Control of access. HUD shall have and exercise full and complete control over granting,

denying, withholding, and terminating access of contractor employees to HUD systems. The

COR will notify the contractor immediately when HUD has determined that an employee is

unsuitable or unfit to be permitted access to a HUD system. The contractor shall immediately

notify such employee that he/she no longer has access to any HUD system, physically retrieve the

employee's PIV Card from the employee, and provide a suitable replacement employee in

accordance with the requirements of this clause.

(g) Incident response notification. An incident is defined as an event, either accidental or

deliberate, that results in unauthorized access, loss, disclosure, modification, or destruction of

information technology systems, applications, or data. The contractor shall immediately notify

the COR and the Contracting Officer of any known or suspected incident, or any unauthorized

disclosure of the information contained in the system(s) to which the contractor has access.

(h) Nondisclosure of information.

(1) Neither the contractor nor any of its employees shall divulge or release data or

information developed or obtained during performance of this contract, except to authorized

government personnel with an established need to know, or upon written approval of the

Contracting Officer. Information contained in all source documents and other media

provided by HUD is the sole property of HUD.

(2) The contractor shall require that all employees who may have access to the

system(s)/applications(s) identified in paragraph (b) of this clause sign a pledge of

nondisclosure of information. The employees shall sign these pledges before they are

permitted to perform work under this contract. The Contractor shall maintain the signed

pledges for a period of 3 years after final payment under this contract. The contractor shall

provide a copy of these pledges to the COR.

(i) Security procedures.

(1) The Contractor shall comply with applicable federal and HUD statutes, regulations,

policies, and procedures governing the security of the system(s) to which the contractor's

employees have access including, but not limited to:

(i) The Federal Information SecurityManagement Act (FISMA);

(ii) OMB Circular A-130, Management of Federal Information Resources, Appendix III,

Security

of Federal Automated Information Resources;

(iii) HUD Handbook 2400.25, Information Technology Security Policy; (iv) HUD

Handbook 732.3, Personnel Security/Suitability; (v) Federal Information Processing

Standards 201 (FIPS 201), Sections 2.1 and 2.2;

(vi) Homeland Security Presidential Directive 12 (HSPD-12); and

(vii) OMB Memorandum M-05-24, Implementing Guidance for HSPD-12.

The HUD Handbooks are available online at: http://www.hud.gov/offices/adm/hudclips/

or from the COR.

(2) The Contractor shall develop and maintain a compliance matrix that lists each

requirement set forth in paragraphs, (b), (c), (d), (e), (f), (g), (h), (i)(1), and (m) of this clause

with specific actions taken, and/or procedures implemented, to satisfy each requirement. The

contractor shall identify an accountable person for each requirement, the date upon which

actions/procedures were initiated/completed, and certify that information contained in this

compliance matrix is correct. The contractor shall ensure that information in this compliance

matrix is complete, accurate, and up-to-date at all times for the duration of this contract.

Upon request, the contractor shall provide copies of the current matrix to HUD.

(3) The Contractor shall ensure that its employees, in performance of the contract, receive

annual training (or once if the contract is for less than one year) in HUD information

technology security policies, procedures, computer ethics, and best practices in accordance

with HUD Handbook 2400.25.

(j) Access to contractor's systems. The Contractor shall afford HUD, including the Office of

Inspector General, access to the Contractor's facilities, installations, operations, documentation

(including the compliance matrix required under paragraph (i)(2) of this clause), databases, and

personnel used in performance of the contract. Access shall be provided to the extent required to

carry out, but not limited to, any information security program activities, investigation, and audit

to safeguard against threats and hazards to the integrity, availability, and confidentiality of HUD

data and systems, or to the function of information systems operated on behalf of HUD, and to

preserve evidence of computer crime.

(k) Contractor compliance with this clause. Failure on the part of the contractor to comply with

the terms of this clause may result in termination of this contract for default.

(l) Physical access to Federal Government facilities. The contractor and any subcontractor(s)

shall also comply with the requirements of HUDAR clause 2452.237-75 when the contractor's or

subcontractor's employees will perform any work under this contract on site in a HUD or other

Federal Government facility.

(m) Subcontracts. The contractor shall incorporate this clause in all subcontracts where the

requirements specified in paragraph (b) of this section are applicable to performance of the

subcontract.

(End of clause)

**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:

"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.

(End of clause)

**2452.244-70 CONSENT TO SUBCONTRACT MAR 2016**

(a) Due to the substantive nature of subcontracting that may be necessary during performance of this contract, the Contracting Officer has determined that a consent for individual subcontracts is required to adequately protect the Government. Consent is required for -

(1) Cost-reimbursement, time-and-materials, or labor-hour subcontracts, or combination of such, in excess of $150,000 per year to a single subcontractor or consultant;

(2) Fixed price subcontracts in excess of 25% of the annual contract value to a single subcontractor or consultant.

(b) If subcontracts meeting the above parameters were not provided during the negotiation of the original contract award, the Contractor shall obtain post award consent and provide signed copies of the subcontract agreements within 10 days of consent.

(c) The Contractor shall provide the Contracting Officer with 30 days advance notification prior to changing subcontractors or existing subcontracting agreements, unless precluded due to circumstances beyond the control of the contractor. If advance notification is not feasible, the Contractor shall provide notification to the Contracting Officer no later than 10 days after the Contractor identifies the need to replace a subcontractor. The notification shall include a copy of the proposed new subcontracting agreement. Upon consent and finalization of the final subcontract agreement, the Contractor shall provide a copy of the signed agreement to the Contracting Officer.

(d) The Contracting Officer's consent to a subcontract does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of costs.

(e) If not required elsewhere in the contract, no more than 30 calendar days after award, the Contractor shall provide a separate continuity of services plan to the Contracting Officer that will ensure services performed by subcontractors that cost more than 25% of the cost/price of the contract will continue uninterrupted in the event of performance problems or default by the subcontractor.

(End of clause)

**2452.251-70 Contractor Employee Travel (OCT 1999)**

(a) To the maximum extent practical, the Contractor shall make use of travel discounts which are available to Federal employees while traveling in the conduct of official Government business. Such discounts may include, but are not limited to, lodging and rental car rates.

(b) The Contractor shall be responsible for obtaining and/or providing to his/her employees written evidence of their status with regard to their performance of Government contract work needed to obtain such discounts.

(End of clause)

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**ATTACHMENT NO. of**

**NUMBER TITLE PAGES**

Contract Attachments

J.1 Nondisclosure Agreement 1

Request for Proposal Attachments

J.2 Past Performance Chart 1

J.3 Past Performance Survey 5

J.4 Labor Mix Excel Spreadsheet for Volume 1 Technical Proposal 6

J.5 Pricing Excel Spreadsheet for Volume 2 Proposal 11

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS**

OF OFFERORS OR RESPONDENTS

K.1 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):

<http://www.acqnet.gov/far/>

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

**NUMBER TITLE DATE**

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal

Transactions SEP 2007

52.204-19 Incorporation by Reference of Representations and Certifications DEC 2014

52.222-38 Compliance With Veterans’ Employment Reporting Requirements FEB 2016

**K.2 FAR CLAUSES IN FULL TEXT**

#### 52.204-8 Annual Representations and Certifications JAN 2017

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541611, Administrative Management and General Management Consulting Services**.

(2) The small business size standard is $**15M.**

(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 provision at [52.204-7](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1137850), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1137850) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

□ (i) Paragraph (d) applies.

□ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1137583), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP13.html#wp271421);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1137684), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) [52.203-18](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1150648), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1137777), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1137850), System for Award Management.

(v) [52.204-5](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1149919), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.209-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1144766), Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) [52.209-5](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1144909), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) [52.209-11](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1146404), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) [52.214-14](https://www.acquisition.gov/sites/default/files/current/far/html/52_214.html#wp1129381), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) [52.215-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_215.html#wp1144523), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) [52.219-1](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1135900), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

(xii) [52.219-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1135943), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) [52.222-22](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147663), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147711), Equal Opportunity.

(xiv) [52.222-25](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147704), Affirmative Action Compliance.This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147711), Equal Opportunity.

(xv) [52.222-38](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1148142), Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) [52.222-57](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1168958), Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

**Note to paragraph (c)(1)(xvi)**: By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) [52.223-1](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168785), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168786), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168826), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [52.223-22](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1197892), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at [52.204-7](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1137850).

(xx) [52.225-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169013), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1192900).

(xxi) [52.225-4](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169071), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169038).

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

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

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169193), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169151).

(xxiii) [52.225-20](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1181379), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1188714), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169667), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

**X**\_\_ (i) [52.204-17](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1152369), Ownership or Control of Offeror.

**X**\_\_ (ii) [52.204-20](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1152940), Predecessor of Offeror.

\_\_ (iii) [52.222-18](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1160855), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_ (iv) [52.222-48](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1152427), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

\_\_ (v) [52.222-52](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1162560), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_ (vi) [52.223-9](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168892), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_ (vii) [52.227-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_227.html#wp1139116), Royalty Information.

\_\_ (A) Basic.

\_\_(B) Alternate I.

­­\_\_ (viii) [52.227-15](https://www.acquisition.gov/sites/default/files/current/far/html/52_227.html#wp1145584), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through [https://www.acquisition.gov](https://www.acquisition.gov/). After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%204_12.html#wp1073667)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

|  |
| --- |
| FAR Clause # Title Date Change |
| \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_\_\_ |

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

(End of provision)

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**52.209-7 Information Regarding Responsibility Matters JUL 2013**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g*., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than $10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g*., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [\_] has [\_] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via [https://www.acquisition.gov](https://www.acquisition.gov/) (see 52.204-7).

(End of provision)

#### 52.209-12 Certification Regarding Tax Matters FEB 2016

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $5,000,000 (including option), the Offeror shall certify that, to the best of its knowledge and belief, it—

(1) Has [ ] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding. (End of provision)

**SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO**

**OFFERORS OR RESPONDENTS**

**L.1 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 address(es):

<http://www.acqnet.gov/far/>

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

NUMBER TITLE DATE

52.204-7 System for Award Management OCT 2016

52.204-16 Commercial and Government Entity Code Reporting JUL 2016

52.204-18 Commercial and Government Entity Code Maintenance JUL 2016

52.215-1 Instructions to Offerors -- Competitive Acquisition OCT 1997

52.216-27 Single or Multiple Awards OCT 1995

52.222-46 Evaluation of Compensation for Professional Employees FEB 1993

**FAR CLAUSES BY FULL TEXT**

**L.2 52.216-1 Type of Contract APR 1984**

The Government contemplates award of a single award Fixed-Priced (Fixed Unit Rate) IDIQ contract resulting from this solicitation.

(End of Provision)

**L.3 52.233-2 Service of Protest SEP 2006**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U. S. Department of Housing and Urban Development, Office of the Chief Procurement Officer, Attn: Cathy Baker, 801 Cherry St. Unit 45 Ste. 2500, Fort Worth, TX 76102.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**L.4 52.252-5 Authorized Deviations in Provisions APR 1984**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any HUD Acquisition Regulation (48 CFR Chapter 24) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

**L.5 2452.215-70 Proposal Content MAR 2016**

(a) Proposals shall be submitted in two parts as described in paragraphs (c) and (d) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently, and so the identified parts of each proposal may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror’s name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.

Vendors are advised that hand-carried proposals must be received in the place designated on the Standard Form SF 33, Block #9 before the time and date set for receipt of proposals.

**MAIL or HAND-DELVER the Paper and CD Proposals to:**

**U. S. Department of Housing and Urban Development**

**Office of the Chief Procurement Officer – Fort Worth Branch**

**ATTN: Leroy White and Cathy Baker, NFSF**

801 Cherry Street, Unit #45, Suite 2500

Fort Worth, TX 76102

Marked with RFP Number **86546A18R00002**

TO BE OPENED BY ADDRESSEE ONLY

(b) The Offerors shall provide the following number of proposals:

(1) Volume 1 – Technical Proposal

The offeror shall provide

i. One original signed hard copy

ii One CD

iii Technical Volume 1 text shall be submitted in a searchable PDF format. The Labor Mix required in

Factor 2 Management Plan shall be submitted utilizing Atch J.5 Microsoft Excel workable spreadsheet.

(2) Volume 2– Business Proposal

The offeror shall provide

i. One original signed hard copy

ii One CD

iii. Business Proposal Volume 2 text shall be submitted in a searchable PDF format. Pricing shall be submitted utilizing Atch J.6 Pricing Excel workable spreadsheet.

(c) Part I—Technical Proposal.

(1) The offeror shall submit the information required in Instructions to Offerors designated under Part I— Technical Proposal.

(d) Part II—Business Proposal.

(1) The offeror shall complete the Representations and Certifications provided in Section K of this solicitation and include them in Part II, Business Proposal.

(2) The offeror shall provide information to support the offeror’s proposed costs or prices as prescribed elsewhere in Instructions to Offerors for Part II—Business Proposal.

(3) The offeror shall submit any other information required in Instructions to Offerors designated under Part II—Business Proposal.

**Alternate I MAR 2016**

(4) The offeror shall describe in detail how the offeror will maintain the security of automated systems as required by clause 2452.239–70 in Section I of this solicitation and include it in Part II, Business Proposal.

**Alternate II MAR 2016**

(e) Size limits of Parts I and II.

(1) Offerors shall limit submissions of Parts I and II of their initial proposals to the page limitations identified in the Instructions to Offerors. Offerors are cautioned that, if any Part of their proposal exceeds the stipulated limits for that Part, the Government will evaluate only the information contained in the pages up through the permitted number. Pages beyond that limit will not be evaluated.

(2) A page shall consist of one side of a single sheet of 81.2' x 11″ paper, single spaced, using not smaller than 12 point type font, and having margins at the top, bottom, and sides of the page of no less than one inch in width.

(3) Any exemptions from this limitation are stipulated under the Instructions to Offerors.

(4) Offerors are encouraged to use recycled paper and to use both sides of the paper (see the FAR clause at 52.204–4).

(End of Provision)

**L.6 Instructions to Offerors**

(1) Prior to evaluation, all proposals received will be subjected to an initial conformance review conducted by the Contracting Officer to determine whether the proposals are complete in accordance with Section L of the solicitation, thereby warranting further consideration. Offerors are cautioned that failure to comply with the terms and conditions of the RFP may cause their proposal to be determined to be non-conforming, which may result in the proposal being removed from the competition without further consideration.

(2) SUBMISSION OF PROPOSAL BY FAX OR E-MAIL IS NOT ACCEPTABLE.

(3) The Government reserves the right to change any of the terms and conditions of this RFP by amendment at any time prior to contract award and to allow Offerors to revise their offers accordingly, as authorized by FAR 15.206.

(4) PREPARATION COSTS  
This RFP does not commit the Government to pay for the preparation and submission of a proposal.

(b) **Volume 1—TECHNICAL PROPOSAL***.*

**(1)** Table of Contents

**(2)** Proposal Matrix

As part of the proposal submission, offerors shall submit a Proposal Matrix using the table below or similar format, which maps what page of the proposal, addresses each Statement of Work requirement identified under Technical Approach, and indicates which page of the proposal fully addresses each Evaluation Factor. The offeror shall use the appropriate column to fill in the requirement as stipulated in the RFP to which the page/section number applies.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Proposal  Page(s)/Section Number(s)** | **RFP Requirement** | **Statement of Work** | **Section L or Instructions to Offerors** | **Section M or Evaluation Factors** | **Comments** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
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**(3)** Technical Evaluation Factor Instructions

A separate technical proposal must be submitted for Volume I Technical Proposal and shall be divided according to the stated evaluation factors. Pages within each part shall be numbered consecutively, including any exhibits, attachments, etc. The proposal shall clearly and sufficiently address the factors listed below (see Section M – Evaluation Factors for Award for a description of the information to be addressed and provided and applicability). The factors are listed below. Proposals must contain enough detail to allow for thorough evaluation and sound determination of whether or not the offeror will be able to perform in accordance with the solicitation’s requirements. Offerors should be careful that their proposals are neither too elaborate nor too general. Proposals should address this particular solicitation with specific statements relevant to the Performance Work Statement. The Government considers all unsubstantiated statements such as “The offeror understands and will perform in accordance with the PWS” as being technically unacceptable.

This criterion shall also apply to subcontractors and teaming partners the offeror is proposing, and their contribution to demonstrating the capability and expertise to perform this requirement. **Clearly identify the division of labor among the offeror, subcontractors, and any teaming partners.**

**I.** **FACTOR 1: TECHNICAL APPROACH** (Shall not exceed 30 pages)

A. The offeror shall submit a technical approach that demonstrates logical and feasible methods for meeting the requirements described in the Performance Work Statementfor the Tasks listed below as outlined in the solicitation:

### **5.1 Portfolio Analysis, Risk Assessment and Reporting**

### **5.2 HAP Contract Administration Support**

**5.3 HAP Contract Rent Adjustment**

B. The offeror shall submit a project schedule that demonstrates a clear understanding of the required operations and HUD requirements with realistic timeframes for performing all tasks and subtasks,meetings, and deliverables.

C. The Offeror shall submit a Transition-In Plan that demonstrates logical and feasible Methods for the requirements outlined in section **C.6.1**

D. The Offeror shall submit a Transition-Out Plan that demonstrates logical and feasible Methods for the requirements outlined in section **C.6.2**

E. The Offeror shall submit Labor mix and level of effort (labor categories and number of hours for each labor category) based on reasonable assumption and is consistent with the requirements set forth in the Statement of Work and the proposed technical approach. Offerors are cautioned not to include pricing in the labor mix/level of effort matrix submitted with the technical proposal in Volume 1. (**Offerors shall submit the labor mix on Atch J.4 Microsoft Excel workable spreadsheet)** (Microsoft Excel compatible with Microsoft Office 2016).

**II.** **FACTOR 2: MANAGEMENT PLAN (**Shall not exceed 15 pages)

A. Management Plan

(i) The offeror shall submit a Management Plan that is clear, concise, and demonstrates that it will result in meeting the objectives and requirements contained within the Performance Work Statement.

(ii) The offeror shall submit a Management Plan that details:

a. key personnel roles and responsibilities;

b. proposed subcontracting or teaming arrangements and reporting relationships of all

subcontractors and team members; clearly identify what aspects of the work will be

performed by the prime and what aspects of the work will be performed by each

subcontractor in its technical approach

c. a plan that demonstrates successful communication and coordination between the

contractor and the Government personnel/roles;

B. Organizational Chart

The offeror shall provide an organization chart with the roles and names of key personnel, subcontractors and teaming partners. The chart shall demonstrate clear lines of authority from the top of the organization to all those working on this effort.

**III. FACTOR THREE: KEY PERSONNEL** (Resume shall not exceed 2 pages per person submitted)

A. The offeror shall submit Key Personnel resumes that demonstrate sufficient relevant prior experience, qualifications, education, and certification for personnel proposed to fill the key positions identified by the offeror. See Section G.3 for list of Key Personnel Roles. See Section G.4, for Minimum Experience and Education Requirements. See Section G.5 for other requirements for the Project Manger and Alternate Project Manager.

Additionally, the Key Personnel proposed must reflect adequate capabilities or skill sets to ensure the outcome and benefits sought by the Government are achievable.

B. The offeror shall complete the Key Personnel chart in Section G.3 which includes the percentage of the Key Personnel’s work week time will be dedicated to the performance of the contract.

C. Letters **of commitment are required for all Key Personnel, including current employees, potential employees, subcontractors, and teaming partners.**

**IV. FACTOR FOUR: PAST PERFORMANCE**

The offeror shall submit the following information/documents:

A. A completed chart providing the information required by the Past Performance Information chart in **Attachment J.2**. The chart shall reflect **all** relevant past performance performed in the *three year* period immediately preceding submission of the proposal and all work currently being performed. If the offeror has more than 5 relevant past performance references, then the offeror shall provide the most recent 5 references. As an attachment to the chart, the offeror shall provide a narrative describing the past performance references that reflect the most relevance to the services being obtained under the contract to be awarded. The narrative shall clearly establish the relevancy of the past performance to the current requirements by detailing the scope, value, and magnitude of each reference. (Narratives shall not exceed 1 page per reference.)

B. If the offeror is proposing to subcontract (or use joint ventures/ partners, or other entities other than the prime contractor to perform) more than 20% of the contract value, the offeror shall submit a separate chart and narrative described for past performance above, for the proposed subcontractor(s).

C. The contractor shall provide the survey contained in **Attachment J.3** to each past performance reference in sufficient time for the reference to complete and submit the survey directly to the HUD Contracting Officer prior to the date and time for submission of proposals. Offerors are not required to submit surveys for references where past performance is available in the Past Performance Information Retrieval System.

D. If past performance for the offering firm does not exist, the Offeror may substitute past performance of key personnel that will be performing major aspects of the work under any resulting contract. If the Offeror chooses to make such a substitution, the offeror must clearly identify the substituted key personnel by name and title proposed. Only the past performance of Key Personnel overseeing the entirety of the proposed project will be considered in substitution for the firm’s past performance under this factor. The contractor shall provide the survey contained in **Attachment J.3** to each past performance reference with first-hand knowledge of the performance of the substituted Key Personnel in sufficient time for the reference to complete and submit the survey directly to the HUD Contracting Officer prior to the date and time for submission of proposals.

(d) **Volume 2—BUSINESS PROPOSAL***.*

**(1)** Cover Letter (Shall no exceed 10 pages).

The Business Proposal shall be accompanied by a **cover letter** providing the following information:

(i) The solicitation number.

(ii) The name and address, telephone, fax numbers, DUNS Number, and Tax ID Number of the firm

submitting the proposal.

(iii) The name, title, telephone and fax numbers, and email address of the person(s) preparing the proposal.

(iv) The name, title, telephone, fax numbers, and email address of the point of contact for obtaining

clarifications, discussions, or making contract award, if different from the name(s) in item (iii) above.

(v) A statement specifying the extent of agreement with all terms, conditions and provisions included in

the solicitation and amendments, if any.

(vi) List of all subcontractors with DUNS numbers, percent of work being accomplished, and the business size of each subcontractor.

(viii)Potential Conflict of Interests

(a) The offeror shall provide a statement providing that potential conflicts of interest have been examined and an identification and description of any potential conflicts of interest. If no potential conflicts of interest have been identified, then an affirmative statement shall be provided that potential conflicts of interest have been examined and none were identified.

**(2) Professional Employees Compensation Plan** (Shall not exceed 5 pages)

In accordance with FAR 52.222-46 (Evaluation of Compensation for Professional Employees), provide your compensation plan for all professional employees who may be assigned to the Contract. Include the Plan in the Volume 2 Business Proposal after the Cover Letter.

**(3) Subcontracting Information and Plan** (Not Applicable to Small Business Concerns)

(Shall not exceed 10 pages)

(a) HUDAR 2452.219-70

Offerors shall provide the information requested in HUDAR 2452.219-70 Small Business Subcontracting Plan Compliance (FEB 2006).

(b) FAR 52.219-9, Alternate II

Offerors shall submit a subcontracting plan in accordance with FAR 52.219-9, Alternate II. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

**(4) Section K Reps and Certs**

**(5)** **Security of Automated Systems**

The offeror shall describe in detail how the offeror will maintain the security of automated

systems as required by clause 2452.239-70 in Section I of this solicitation and include it in Volume 2, Business Proposal.

**(6) SF 33 and Price Submission**

(a) Complete and sign the SF-33, Solicitation, Offer, and Award, specifically Blocks 12 through 18, and place the DUNS number on the cover of the SF-33. In addition, include acknowledgement of any amendments issued, if any, in this section;

(b) Offerors shall submit prices that are consistent with the requirements set forth in the Performance Work Statement and in the format requested in **Attachment J.5 Pricing Excel workable** **Spreadsheet** (Microsoft Excel compatible with Microsoft Office 2016). If the offeror proposes annual cost of living increases, the offeror must support the proposed increases with historical and relevant market index information. Offerors shall break down their total price to reflect labor categories, labor rates, number of hours, materials, travel estimates with assumptions and any other costs that make up the bottom line price.

(c) The Government reserves the right to request additional information from the offeror in order to verify that the unit prices and hourly rates proposed in section B are fair and reasonable.

**L.7 2452.219-70 SMALL BUSINESS SUBCONTRACTING PLAN COMPLIANCE FEB 2006**

(a) This provision is not applicable to small business concerns.

(b) Offerors' attention is directed to the provisions in this solicitation at FAR 52.219-8, Utilization of Small Business Concerns, and the clause at FAR 52.219-9, Small Business Subcontracting Plan.

(c) The Government will consider offerors' prior compliance with subcontracting plans in determining their responsibility (see FAR 9.104 3). Therefore, offerors having previous contracts with subcontracting plans shall provide the following information: agency name; agency point of contact; contract number; total contract value; a synopsis of the work required under the contract; the role(s) of the subcontractor(s) involved; and the applicable goals and actual performance (dollars and percentages) for subcontracting with the types of small business concerns listed in the clause at FAR 52.219-9. **This information shall be provided for the three most recently completed contracts with such subcontracting plans.**

(End of provision)

**L.8 2452.219-74 Small Business Subcontracting Goals DEC 2012**

(a) This provision does not apply to offerors that are small businesses.

(b) The offeror's attention is directed to the FAR clause at 52.219-9, “Small Business Subcontracting Plan,” herein. HUD will evaluate proposed subcontracting plans using the Departmental small business subcontracting goals set forth in paragraph (c) of this clause. Offerors that are unable to propose subcontracting that meets HUD's established goals must provide the rationale for their proposed level of subcontracting.

(c) HUD's subcontracting goals are as follows:

(i) Small Business: 55%

(ii) The total Small Business goal shown in paragraph (c)(i) of this clause contains the following subordinate goals:

(A) Small Disadvantaged Business: 5.0%

(B) Women-Owned Small Business: 5.0%

(C) Service-Disabled Veteran-Owned Small Business: 3.0%

(D) HUBZone Small Business: 3.0%

(End of Provision)

**L.9 2452.233-70 Review of Contracting Officer Protest Decisions FEB 2006**

(a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the Contracting Officer's decision concerning a protest initially made by the protester to the Contracting Officer. The protestor must submit a written request for an appeal to *Keith Surber, Chief Procurement Officer, Department of Housing & Urban Development, Office of the Chief Procurement Officer, 451 7th Street, SW, Washington, DC 20410-3000* not later than 10 days after the protestor's receipt of the Contracting Officer's decision (see FAR 33.101 for the definition of "days").

(b) The Head of Contracting Agency (HCA) shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

(End of provision)

**L.10 REQUEST FOR PROPOSAL DUE DATES**

A. QUESTIONS

If an Offeror does not understand the instructions in this Solicitation, then it should submit questions to the Contracting Officer via email for clarification. The questions submission deadline is is ***Tuesday, January 02, 2018 at 3:00 PM CST***. Questions shall be submitted to Leroy White and Cathy Baker via **email to** [HAPNSS@hud.gov](mailto:HAPNSS@hud.gov)**.**

B. PROPOSAL SUBMISSION

**TBD**

**SECTION M – EVALUATION FACTORS FOR AWARD**

**M.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference FEB 1998**

#### 52.217-5 Evaluation of Options JUL 1990

**M.2 2452.215-71 Relative importance of technical evaluation factors to cost or price** **DEC 2012**

For the purposes of evaluating offers and the selection of the contractor or contractors under this solicitation, the relative merit of the offeror's technical proposal as evaluated in accordance with the technical evaluation factors listed herein shall be considered: **significantly more important than** price. While the proposed price will not be assigned a specific weight, it shall be considered a significant criterion in the overall evaluation of proposals.

(End of Provision)

**M.3 2452.215-72 Evaluation of small business participation DEC 2012**

(a) In addition to the technical and management evaluation factors set forth in this solicitation, the Government will evaluate the extent to which all offerors identify and commit to using small businesses in the performance of the contract, whether through joint ventures or teaming arrangements, or as subcontractors. The evaluation shall consider the following:

(1) The extent to which small businesses are specifically identified in proposals;

(2) The extent of commitment to use small businesses (for example, enforceable commitments will be weighted more heavily than non-enforceable ones);

(3) The complexity and variety of the work small businesses are to perform;

(4) The realism of the proposal;

(5) Past performance of the offerors (other than small businesses) in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan; and

(6) The extent of participation of small businesses in terms of the total value of the contract.

(b) Offerors that are required to submit a subcontracting plan pursuant to the clause at FAR 52.219-9 shall include the small businesses proposed as subcontractors for evaluation under this provision in their subcontracting plan.

(End of Provision)

**M.4 BEST VALUE AWARD**

1. The Government will use a best value trade off process; thus, the Government may award to other than the lowest priced offeror or other than the offeror with the highest rated technical proposal. The trade-off process permits tradeoffs among cost or price and non-cost factors to determine the overall best value to the Government. Best value is defined as the expected outcome of the acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement.
2. Evaluation factors are listed in descending order of importance. All evaluation factors other than price, when combined, are **significantly more important than price**. However, as the offerors become more equal in technical merit, the importance of price to the evaluation decision will increase. The Government will make award to the offeror who represents the overall best value to the Government.

**M.5 TECHNICAL EVALUATION FACTORS**

**(I) FACTOR 1: TECHNICAL APPROACH**

The Government will evaluate the following regarding the proposed Technical Approach:

A. How well the proposal demonstrates logical and feasible methods for meeting the requirements described in the Performance Work Statementfor the Tasks listed below as outlined in the solicitation:

### **5.1 Portfolio Analysis, Risk Assessment and Reporting**

### **5.2 HAP Contract Administration Support**

**5.3 HAP Contract Rent Adjustment**

B. How well the project schedule demonstrates:

(i) a clear understanding of the required operations and HUD requirements;

(ii) realistic timeframes for performing all tasks and subtasks,meetings, and deliverables.

C. How well the Transition-In Plan demonstrates logical and feasible methods for the requirements outlined in section **C.6.1**

D. How well the Transition-Out Plan demonstrates logical and feasible methods for the requirements outlined in section **C.6.2**

E. How well the proposed labor mix and level of effort (labor categories and number of hours for each labor category) is based on reasonable assumption and is consistent with the requirements set forth in the Statement of Work and the proposed technical approach.

**(2) FACTOR 2: MANAGEMENT PLAN**

A. Management Plan

(i) The Government will evaluate how well the proposed Management Plan supports the achievement of the Government’s requirements outlined in the Performance Work Statement.

(ii) How well the proposed Management Plans demonstrates the achievement of the Government’s requirement by clearly delineating the following:

a. key personnel roles and responsibilities;

b. proposed subcontracting or teaming arrangements and reporting relationships of all

subcontractors and team members; clear identification of what aspects of the work will be

performed by the prime and what aspects of the work will be performed by each

subcontractor in the proposed technical approach

c. successful communication and coordination between the contractor and the Government personnel/roles;

B. Organizational Chart

The Government will evaluate how well the organization chart clearly identifies the roles and names of key personnel, subcontractors, and teaming partners and demonstrates clear lines of authority from the top of the organization to all those working on this effort.

**(3) FACTOR THREE: KEY PERSONNEL**

The Government will evaluate the following regarding the proposed Key Personnel:

A. How well the resumes demonstrate relevant prior experience, qualifications, education, and certification, if applicable, for personnel proposed to fill the key positions identified in the solicitation and meet the minimum experience and education qualifications identified in Sections G.3, G.4, G.5.

B. How well the number of key personnel identified and/or the amount of time each will commit to the effort, reflect a clear understanding of the requirement described in the Performance Work Statement;

C. Whether letters of commitment were submitted and are acceptable.

**(4) FACTOR FOUR: PAST PERFORMANCE**

In evaluating Past Performance, HUD will address four components – recency, relevancy, quality, and sufficiency. This factor’s primary emphasis is to assess the past performance of the proposed prime contractor (or in the case of joint ventures or some other teaming arrangement, the primary member of the team) or that of substituted key personnel. However, if significant subcontracting/use of other teaming arrangements is anticipated, the past performance history of the proposed subcontractors/other team members must also be evaluated.

1. All references will be first assessed for recency and HUD will consider only references performed within the three years immediately prior to submission of the proposal;
2. Of those determined to be recent, HUD will assess the degree of similarity in scope, value and magnitude the past performance efforts submitted have to the solicitation requirements to determine relevancy. For this solicitation, magnitude is defined in **see B.3 estimated quantities.**
3. HUD will then assess relevant past performance efforts for quality;
4. HUD’s overall assessment will be based upon sufficiency of high quality past performance and risk of nonperformance.

The final rating under this factor will encompass the totality of the information provided, including completeness, relevancy, and the depth, breadth, and quality of only relevant past performance for the proposed prime contractor and proposed subcontractor/team members or substituted key personnel. The final rating will range from Excellent (High Confidence) to Unacceptable (Low Confidence). Offerors that have addressed the factor and have no relevant past performance history by the prime, any subcontractors/team members, or substituted key personnel will be rated as Neutral (Unknown Confidence). Offerors that fail to address the factor will be determined to have not complied with the solicitation requirements and will receive the lowest possible rating.

HUD is not restricted to evaluating the information provided by the offeror or the surveys provided by references and may utilize information obtained from any source. HUD will obtain additional information from the Government’s Past Performance Information Retrieval System (PPIRS), if available.

**M.6 PRICE**

Price will be evaluated separately from Technical and other non-cost/price factors, and may use one or more of the methods below to evaluate price.

Reasonableness. The reasonableness of the total price proposed will be evaluated as follows:

1. On the basis of adequate price competition, by comparing the proposed prices among offers; and/or;
2. Comparing proposed prices to the Independent Government Cost Estimate to ensure that prices are reasonable for the results to be achieved; and/or
3. Comparison of proposed prices to valid historical prices paid, whether by the Government or other than the Government, for the same or similar items, adjusted for material differences and differing terms and conditions, quantities and market and economic factors; and/or
4. Use of parametric estimating methods/application of rough yardsticks (such as dollars per pound or per horsepower, or other units) to highlight significant inconsistencies that warrant additional pricing inquiry; and/or
5. Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements; and/or
6. Comparison of proposed prices with prices obtained through market research for the same or similar items; and/or
7. Analysis of data other than certified cost or pricing data provided by the offeror at the request of the Contracting Officer.
8. Ensuring the proposed labor mix and level of effort is based upon reasonable assumptions and is consistent with the requirements set forth in the Performance Work Statement and the proposed technical approach.
9. Unless it is determined not to be in the Government's best interest in accordance with FAR 17.206(b); offers will be evaluated for award purposes by adding the total price for all options to the total price for the basic requirement. For purposes of evaluating the price of exercising the potential 6-month extension of services using the clause at FAR 52.217-8, 50% of the final option year (six months) value will be added to the total proposed amount for evaluating pricing only, this amount will not be included in the total aggregate value of the resulting contract.  This addition is for evaluation purposes only.

Unbalanced Pricing - Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. The Government will analyze offers to determine whether they are unbalanced with respect to separately priced line items. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.