

REQUEST FOR INFORMATION MARKET RESEARCH
DRAFT SOLICITATION

Housing Assistance Payments (HAP) Contract Support Services (HAPSS)
(Formerly known as Performance-Based Contract Administrator (PBCA) Program)

SOLICITATION NO: 86614622R00001

The Department of Housing and Urban Development (HUD) is contemplating establishing contracts to provide **Housing Assistance Payments (HAP) Contract Support Services** under NAICS Code(s) 541611 (Administrative Management and General Management Consulting Services); Small Business Standard is \$21.5 million; PSC Code is R408 (Professional: Program Management/Support).

The Government contemplates awarding fifteen single award Fixed-Priced (Fixed Unit Rate) IDIQ contracts resulting from this solicitation. There are five Regions which consist of three Sub-Regions in each Region. There will be three contracts awarded per Region which is one per Sub-Region. The five Regions are Northeast Region, Southeast Region, Midwest Region, Southwest Region, and Western Region.

Draft Solicitation Questions and Comments

Questions and Comments must be submitted by **August 29, 2022 at 4:00 P.M EDT** via email to HAPSS@hud.gov. Questions or comments related to this solicitation must be submitted utilizing **Attachment J.10 – Contractor Questions Spreadsheet as a Microsoft Excel workable spreadsheet compatible with Microsoft Office 2016**

Offerors shall **use consecutive numbering per each Section Title and include the specific section referenced, title** (i.e. C.5.6.2.1 Occurrence of a Natural Disaster or other Catastrophic Event), and **page number** for each question or comment submitted.

(1) Attachment J,10 with Questions and Comments shall be submitted via email to: HAPSS@hud.gov

(2) The Subject line shall be: *Name of Your Company* – HAPSS Questions -Comments – 86614622R00001

Due to HUD's email limitations, the file shall not exceed 60 megabytes.

Attachments J.1 – J.9 will be included with non-draft RFP

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COST PART

B.1 This is a single-award Indefinite Delivery/Indefinite Quantity (IDIQ) 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 – TBD**. Services provided by the contractor under this contract shall be secured by issuance of task orders. Orders shall be placed in accordance with (IAW) Section G (Ordering Procedures).

B.2 CONTRACT DESCRIPTION

The Contractor shall provide **Housing Assistance Payments (HAP) Contract Support Services (HAPSS)** 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 HUDAR 2452.216-76 MINIMUM AND MAXIMUM QUANTITIES AND AMOUNTS FOR ORDER (DEC 2012)

- (a) The minimum quantity or amount to be ordered under this contract shall not be less than **\$TBD**.
- (b) The maximum quantity or amount to be ordered under this contract shall not exceed **\$TBD**.
(End of clause)

B.4 CONTRACT UNIT AND TOTAL PRICES

The amount to be paid to the Contractor for a deliverable as described in Section G, paragraph G.1 of this order. NOTE: The estimated quantities are not to exceed quantities only. The Government is not obligated to order the estimated quantities.

This is a Fixed-Priced (Fixed Unit Rate) IDIQ contract with two LH contract lines.

FFP: Firm-Fixed Price

FP-FUR: Fixed Price-Fixed Unit Rate

LH: Labor Hour

Description	Period of Performance	Contract Line Item (CLIN)
Base Year	TBD to TBD	CLINs 0001-0009 and Transition-In CLIN 0046
Option Period 1	TBD to TBD	CLINs 0010 - 0018
Option Period 2	TBD to TBD	CLINs 0019 – 0027
Option Period 3	TBD to TBD	CLINs 0028 – 0036
Option Period 4	TBD to TBD	CLINs 0037 – 0045
Optional Task – Transition-Out	See G.13	CLIN 0047

Base Year - TBD - TBD

CLIN	<u>Base Year</u> - TBD - TBD Description	PWS Section	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
	Housing Assistance Payments (HAP) Contract Support Services (HAPSS) Region (inserted upon award) Sub-Region (inserted upon award)					
0001 (FP-FUR)	Management and Occupancy Reviews	C.5.1				\$0.00
0001AA (FP-FUR)	<u>Plan to Completion of MOR Report</u> 5.1.1. Plan and Prioritize Reviews 5.1.2. Schedule On-site Reviews 5.1.3. Complete Desk Review 5.1.4. Conduct On-Site Review 5.1.5. Complete MOR Report	C.5.1.1 to C.5.1.5		EA	\$0.00	\$0.00
0001AB (FP-FUR)	<u>Follow Up, Appeals and Closing Reviews</u> 5.1.6. Complete Follow Up Actions 5.1.7 Reviews of O/A's Response and Additional Information 5.1.8 O/A Appeals 5.1.9 Actions to be taken for a nonresponsive O/A 5.1.10 Closing Reviews	C.5.1.6 to C.5.1.10		EA	\$0.00	\$0.00
0002 (FP-FUR)	Monthly HAP Vouchers and Special Claims Processing	C.5.2				\$0.00
0002AA (FP-FUR)	<u>Voucher Processing</u> 5.2.1 Voucher Submission 5.2.2 Voucher Review 5.2.3 Voucher Review Requirements 5.2.4 Discrepancy Notification and Resolution 5.2.5 Rent and/or Utility Allowance Changes	C.5.2.1 to C.5.2.5		EA	\$0.00	\$0.00
0002AB (FP-FUR)	<u>Special Claim Processing</u> 5.2.6 Special Claims Review, Approval, Rejection, or Adjustment 5.2.7 Special Claims Log 5.2.8 Denied or Reduced Special Claims 5.2.9 Retaining Copies of Special Claims	C.5.2.6 to C.5.2.9		EA	\$0.00	\$0.00
0003	Adjust HAP Contract Rents	C.5.3.1		EA	\$0.00	\$0.00

SECTION B – SUPPLIES OR SERVICES
Multi-Family Housing

HAP CONTRACT SUPPORT SERVICES
86614622R00001

CLIN	<u>Base Year</u> - TBD - TBD Description	PWS Section	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
(FP-FUR)	5.3.1 Budget-Based Rent Adjustments 5.3.2 Annual Adjustment Factors (AAF) 5.3.3 Operating Cost Adjustment Factor (OCAF) 5.3.4 Process Rent Appeals to Adjust HAP Contract Rents 5.3.4.1 First Level Review 5.3.4.2 Appeal 5.3.5 Analyze Owner's Utility Allowance Analysis 5.3.6 Review Rent Comparability Studies	to C.5.3.6				
0004 (FP-FUR) (LH NTE)	HAP Contract Renewals	C.5.4				\$0.00
0004AA (FP-FUR)	5.4.1 HAP Contract Long-Term Renewal Processing	C.5.4.1		EA	\$0.00	\$0.00
0004AB (FP-FUR)	5.4.2 HAP Contract Short-Term Renewal Processing	C.5.4.2		EA	\$0.00	\$0.00
0004AC ⁽¹⁾ (LH NTE)	5.4.3 Support for Other HAP Contract Changes	C.5.4.3		Hours	\$0.00	\$0.00 ⁽¹⁾ (Ceiling Price)
0005 (FP-FUR)	HAP Contract Opt-Outs and Terminations	C.5.5		LO		\$0.00
0005AA (FP-FUR)	1 Year Opt-Out	C.5.5		EA	\$0.00	\$0.00
0005AB (FP-FUR)	120-day Opt-Out	C.5.5		EA	\$0.00	\$0.00
0006 (FP-FUR)	Tenant Health, Safety, and Other Tenant Concerns	C.5.6				\$0.00
0006AA (FP-FUR)	5.6.1 Non-Life-Threatening / Other Tenants Concerns or Inquiries	C.5.6.1		EA	\$0.00	\$0.00
0006AB (FP-FUR)	5.6.2 Life-Threatening Tenant Concerns or Inquiries	C.5.6.2		EA	\$0.00	\$0.00
0006AC (FP-FUR)	5.6.3 Occurrence of a Natural Disaster or other Catastrophic Event	C.5.6.3		EA	\$0.00	\$0.00
0007 (FP-FUR)	Interaction with Groups and Inquiries	C.5.7				\$0.00

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CLIN	<u>Base Year</u> - TBD - TBD Description	PWS Section	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
0007AA (FP-FUR)	5.7.1 Responding to Outside Inquiries	C.5.7.1		EA	\$0.00	\$0.00
0007AB (FP-FUR)	5.7.2 Relations with Resident Organizations	C.5.7.2	1	EA	\$0.00	\$0.00
0008 (FP-FUR)	HUD REAC EH&S Notification	C.5.8	12	MO	\$0.00	\$0.00
0009 (FFP) (FP-FUR) (LH NTE)	Project Management	C.5.9				\$0.00
0009AA (FP-FUR)	5.9.1 Monthly Status Report with Ongoing Communication	C.5.9.1	12	EA	\$0.00	\$0.00
0009AB (FP-FUR)	5.9.2 Quarterly Risk Report	C.5.9.2	4	EA	\$0.00	\$0.00
0009AC ⁽²⁾ (LH NTE)	5.9.3 Adhoc Reports	C.5.9.3		Hours	\$0.00	\$0.00 ⁽²⁾ (Ceiling Price)
0009AD ⁽³⁾ (FFP)	5.9.4 Contingency Plan and Notifications	C.5.9.4				\$0.00
	5.9.4.1 Contingency Plan	C.5.9.4.1	1	EA	\$0.00	\$0.00
	5.9.4.2 Notifications of Incidents	C.5.9.4.2			NSP	NSP
0009AE ⁽³⁾ (FFP)	5.9.5 Management Plan and Project Schedule	C.5.9.5	1	EA	\$0.00	\$0.00
0046 (FFP)	Transition-In	C.5.10			NSP	NSP
0046AA	Pre-Ramp-Up Transition Activities	C.5.10.1			NSP	NSP ⁽⁴⁾
0046AB	Ramp-Up Transition Tasks	C.5.10.2			NSP	NSP ⁽⁵⁾

CLIN	Description	Amount
	BASE TOTAL: CLINS 0001 – 0009 and Transition In 0046 Estimated VALUE	\$0.00

Option Year 1 - TBD - TBD

CLIN	<u>Option Year 1</u> - TBD - TBD Description	PWS Section	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
	Housing Assistance Payments (HAP) Contract Support Services (HAPSS) Region <u>(inserted upon award)</u> Sub-Region <u>(inserted upon award)</u>					
0010 (FP-FUR)	Management and Occupancy Reviews	C.5.1				\$0.00
0010AA (FP-FUR)	<u>Plan to Completion of MOR Report</u> 5.1.1. Plan and Prioritize Reviews 5.1.2. Schedule On-site Reviews 5.1.3. Complete Desk Review 5.1.4. Conduct On-Site Review 5.1.5. Complete MOR Report	C.5.1.1 to C.5.1.5		EA	\$0.00	\$0.00
0010AB (FP-FUR)	<u>Follow Up, Appeals and Closing Reviews</u> 5.1.6. Complete Follow Up Actions 5.1.7 Reviews of O/A's Response and Additional Information 5.1.8 O/A Appeals 5.1.9 Actions to be taken for a nonresponsive O/A 5.1.10 Closing Reviews	C.5.1.6 to C.5.1.10		EA	\$0.00	\$0.00
0011 (FP-FUR)	Monthly HAP Vouchers and Special Claims Processing	C.5.2				\$0.00
0011AA (FP-FUR)	<u>Voucher Processing</u> 5.2.1 Voucher Submission 5.2.2 Voucher Review 5.2.3 Voucher Review Requirements 5.2.4 Discrepancy Notification and Resolution 5.2.5 Rent and/or Utility Allowance Changes	C.5.2.1 to C.5.2.5		EA	\$0.00	\$0.00
0011AB (FP-FUR)	<u>Special Claim Processing</u> 5.2.6 Special Claims Review, Approval, Rejection, or Adjustment 5.2.7 Special Claims Log 5.2.8 Denied or Reduced Special Claims 5.2.9 Retaining Copies of Special Claims	C.5.2.6 to C.5.2.9		EA	\$0.00	\$0.00
0012 (FP-FUR)	Adjust HAP Contract Rents	C.5.3.1 to		EA	\$0.00	\$0.00

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CLIN	<u>Option Year 1</u> - TBD - TBD Description	PWS Section	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
	5.3.1 Budget-Based Rent Adjustments 5.3.2 Annual Adjustment Factors (AAF) 5.3.3 Operating Cost Adjustment Factor (OCAF) 5.3.4 Process Rent Appeals to Adjust HAP Contract Rents 5.3.4.1 First Level Review 5.3.4.2 Appeal 5.3.5 Analyze Owner's Utility Allowance Analysis 5.3.6 Review Rent Comparability Studies	C.5.3.6				
0013 (FP-FUR) (LH NTE)	HAP Contract Renewals	C.5.4				\$0.00
0013AA (FP-FUR)	5.4.1 HAP Contract Long-Term Renewal Processing	C.5.4.1		EA	\$0.00	\$0.00
0013AB (FP-FUR)	5.4.2 HAP Contract Short-Term Renewal Processing	C.5.4.2		EA	\$0.00	\$0.00
0013AC ⁽¹⁾ (LH NTE)	5.4.3 Support for Other HAP Contract Changes	C.5.4.3		Hours	\$0.00	\$0.00 ⁽¹⁾ (Ceiling Price)
0014 (FP-FUR)	HAP Contract Opt-Outs and Terminations	C.5.5		LO		\$0.00
0014AA (FP-FUR)	1 Year Opt-Out	C.5.5		EA	\$0.00	\$0.00
0014AB (FP-FUR)	120-day Opt-Out	C.5.5		EA	\$0.00	\$0.00
0015 (FP-FUR)	Tenant Health, Safety, and Other Tenant Concerns	C.5.6				\$0.00
0015AA (FP-FUR)	5.6.1 Non-Life-Threatening / Other Tenants Concerns or Inquiries	C.5.6.1		EA	\$0.00	\$0.00
0015AB (FP-FUR)	5.6.2 Life-Threatening Tenant Concerns or Inquiries	C.5.6.2		EA	\$0.00	\$0.00
0015AC (FP-FUR)	5.6.3 Occurrence of a Natural Disaster or other Catastrophic Event	C.5.6.3		EA	\$0.00	\$0.00
0016 (FP-FUR)	Interaction with Groups and Inquiries	C.5.7				\$0.00

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CLIN	<u>Option Year 1</u> - TBD - TBD Description	PWS Section	Est Qty⁽¹⁾	Unit	Unit Price	Estimated Total Price
0016AA (FP-FUR)	5.7.1 Responding to Outside Inquiries	C.5.7.1		EA	\$0.00	\$0.00
0016AB (FP-FUR)	5.7.2 Relations with Resident Organizations	C.5.7.2	1	EA	\$0.00	\$0.00
0017 (FP-FUR)	HUD REAC EH&S Notification	C.5.8	12	MO	\$0.00	\$0.00
0018 (FFP) FP-FUR) (LH NTE)	Project Management	C.5.9				\$0.00
0018AA (FP-FUR)	5.9.1 Monthly Status Report with Ongoing Communication	C.5.9.1	12	EA	\$0.00	\$0.00
0018AB (FP-FUR)	5.9.2 Quarterly Risk Report	C.5.9.2	4	EA	\$0.00	\$0.00
0018AC ⁽²⁾ (LH NTE)	5.9.3 Adhoc Reports	C.5.9.3		Hours	\$0.00	\$0.00 ⁽²⁾ (Ceiling Price)
0018AD ⁽³⁾ (FFP)	5.9.4 Contingency Plan and Notifications	C.5.9.4				\$0.00
	5.9.4.1 Contingency Plan UPDATES	C.5.9.4.1			NSP	NSP
	5.9.4.2 Notifications of Incidents	C.5.9.4.2			NSP	NSP
0018AE ⁽³⁾ (FFP)	5.9.5 Management Plan and Project Schedule UPDATES	C.5.9.5			NSP	NSP

CLIN	Description	Amount
	OPTION YEAR 1 TOTAL: CLINS 0010 – 0018 Estimated VALUE	\$0.00

Option Year 2 - TBD - TBD

CLIN	<u>Option Year 2</u> - TBD - TBD Description	PWS Section	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
	Housing Assistance Payments (HAP) Contract Support Services (HAPSS) Region (inserted upon award) Sub-Region (inserted upon award)					
0019 (FP-FUR)	Management and Occupancy Reviews	C.5.1				\$0.00
0019AA (FP-FUR)	<u>Plan to Completion of MOR Report</u> 5.1.1. Plan and Prioritize Reviews 5.1.2. Schedule On-site Reviews 5.1.3. Complete Desk Review 5.1.4. Conduct On-Site Review 5.1.5. Complete MOR Report	C.5.1.1 to C.5.1.5		EA	\$0.00	\$0.00
0019AB (FP-FUR)	<u>Follow Up, Appeals and Closing Reviews</u> 5.1.6. Complete Follow Up Actions 5.1.7 Reviews of O/A's Response and Additional Information 5.1.8 O/A Appeals 5.1.9 Actions to be taken for a nonresponsive O/A 5.1.10 Closing Reviews	C.5.1.6 to C.5.1.10		EA	\$0.00	\$0.00
0020 (FP-FUR)	Monthly HAP Vouchers and Special Claims Processing	C.5.2				\$0.00
0020AA (FP-FUR)	<u>Voucher Processing</u> 5.2.1 Voucher Submission 5.2.2 Voucher Review 5.2.3 Voucher Review Requirements 5.2.4 Discrepancy Notification and Resolution 5.2.5 Rent and/or Utility Allowance Changes	C.5.2.1 to C.5.2.5		EA	\$0.00	\$0.00
0020AB (FP-FUR)	<u>Special Claim Processing</u> 5.2.6 Special Claims Review, Approval, Rejection, or Adjustment 5.2.7 Special Claims Log 5.2.8 Denied or Reduced Special Claims 5.2.9 Retaining Copies of Special Claims	C.5.2.6 to C.5.2.9		EA	\$0.00	\$0.00
0021	Adjust HAP Contract Rents	C.5.3.1		EA	\$0.00	\$0.00

CLIN	<u>Option Year 2</u> - TBD - TBD Description	PWS Section	Est Qty⁽¹⁾	Unit	Unit Price	Estimated Total Price
(FP-FUR)	5.3.1 Budget-Based Rent Adjustments 5.3.2 Annual Adjustment Factors (AAF) 5.3.3 Operating Cost Adjustment Factor (OCAF) 5.3.4 Process Rent Appeals to Adjust HAP Contract Rents 5.3.4.1 First Level Review 5.3.4.2 Appeal 5.3.5 Analyze Owner's Utility Allowance Analysis 5.3.6 Review Rent Comparability Studies	to C.5.3.6				
0022 (FP-FUR) (LH NTE)	HAP Contract Renewals	C.5.4				\$0.00
0022AA (FP-FUR)	5.4.1 HAP Contract Long-Term Renewal Processing	C.5.4.1		EA	\$0.00	\$0.00
0022AB (FP-FUR)	5.4.2 HAP Contract Short-Term Renewal Processing	C.5.4.2		EA	\$0.00	\$0.00
0022AC ⁽¹⁾ (LH NTE)	5.4.3 Support for Other HAP Contract Changes	C.5.4.3		Hours	\$0.00	\$0.00 ⁽¹⁾ (Ceiling Price)
0023 (FP-FUR)	HAP Contract Opt-Outs and Terminations	C.5.5		LO		\$0.00
0023AA (FP-FUR)	1 Year Opt-Out	C.5.5		EA	\$0.00	\$0.00
0023AB (FP-FUR)	120-day Opt-Out	C.5.5		EA	\$0.00	\$0.00
0024 (FP-FUR)	Tenant Health, Safety, and Other Tenant Concerns	C.5.6				\$0.00
0024AA (FP-FUR)	5.6.1 Non-Life-Threatening / Other Tenants Concerns or Inquiries	C.5.6.1		EA	\$0.00	\$0.00
0024AB (FP-FUR)	5.6.2 Life-Threatening Tenant Concerns or Inquiries	C.5.6.2		EA	\$0.00	\$0.00
0024AC (FP-FUR)	5.6.3 Occurrence of a Natural Disaster or other Catastrophic Event	C.5.6.3		EA	\$0.00	\$0.00
0025 (FP-FUR)	Interaction with Groups and Inquiries	C.5.7				\$0.00

SECTION B – SUPPLIES OR SERVICES
Multi-Family Housing

HAP CONTRACT SUPPORT SERVICES
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CLIN	<u>Option Year 2</u> - TBD - TBD Description	PWS Section	Est Qty⁽¹⁾	Unit	Unit Price	Estimated Total Price
0024AA (FP-FUR)	5.7.1 Responding to Outside Inquiries	C.5.7.1		EA	\$0.00	\$0.00
0024AB (FP-FUR)	5.7.2 Relations with Resident Organizations	C.5.7.2	1	EA	\$0.00	\$0.00
0026 (FP-FUR)	HUD REAC EH&S Notification	C.5.8	12	MO	\$0.00	\$0.00
0027 (FFP) FP-FUR) (LH NTE)	Project Management	C.5.9				\$0.00
0027AA (FP-FUR)	5.9.1 Monthly Status Report with Ongoing Communication	C.5.9.1	12	EA	\$0.00	\$0.00
0027AB (FP-FUR)	5.9.2 Quarterly Risk Report	C.5.9.2	4	EA	\$0.00	\$0.00
0027AC ⁽²⁾ (LH NTE)	5.9.3 Adhoc Reports	C.5.9.3		Hours	\$0.00	\$0.00 ⁽²⁾ (Ceiling Price)
0027AD ⁽³⁾ (FFP)	5.9.4 Contingency Plan and Notifications	C.5.9.4				\$0.00
	5.9.4.1 Contingency Plan UPDATES	C.5.9.4.1			NSP	NSP
	5.9.4.2 Notifications of Incidents	C.5.9.4.2			NSP	NSP
0027AE ⁽³⁾ (FFP)	5.9.5 Management Plan and Project Schedule UPDATES	C.5.9.5			NSP	NSP

CLIN	Description	Amount
	OPTION YEAR 2 TOTAL: CLINS 0019 – 0027 Estimated VALUE	\$0.00

Option Year 3 - TBD - TBD

CLIN	<u>Option Year 3 - TBD - TBD</u> Description	PWS Section	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
	Housing Assistance Payments (HAP) Contract Support Services (HAPSS) Region (inserted upon award) Sub-Region (inserted upon award)					
0028 (FP-FUR)	Management and Occupancy Reviews	C.5.1				\$0.00
0028AA (FP-FUR)	<u>Plan to Completion of MOR Report</u> 5.1.1. Plan and Prioritize Reviews 5.1.2. Schedule On-site Reviews 5.1.3. Complete Desk Review 5.1.4. Conduct On-Site Review 5.1.5. Complete MOR Report	C.5.1.1 to C.5.1.5		EA	\$0.00	\$0.00
0028AB (FP-FUR)	<u>Follow Up, Appeals and Closing Reviews</u> 5.1.6. Complete Follow Up Actions 5.1.7 Reviews of O/A's Response and Additional Information 5.1.8 O/A Appeals 5.1.9 Actions to be taken for a nonresponsive O/A 5.1.10 Closing Reviews	C.5.1.6 to C.5.1.10		EA	\$0.00	\$0.00
0029 (FP-FUR)	Monthly HAP Vouchers and Special Claims Processing	C.5.2				\$0.00
0029AA (FP-FUR)	<u>Voucher Processing</u> 5.2.1 Voucher Submission 5.2.2 Voucher Review 5.2.3 Voucher Review Requirements 5.2.4 Discrepancy Notification and Resolution 5.2.5 Rent and/or Utility Allowance Changes	C.5.2.1 to C.5.2.5		EA	\$0.00	\$0.00
0029AB (FP-FUR)	<u>Special Claim Processing</u> 5.2.6 Special Claims Review, Approval, Rejection, or Adjustment 5.2.7 Special Claims Log 5.2.8 Denied or Reduced Special Claims 5.2.9 Retaining Copies of Special Claims	C.5.2.6 to C.5.2.9		EA	\$0.00	\$0.00
0030	Adjust HAP Contract Rents	C.5.3.1		EA	\$0.00	\$0.00

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Multi-Family Housing

HAP CONTRACT SUPPORT SERVICES
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CLIN	Option Year 3 - TBD - TBD Description	PWS Section	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
(FP-FUR)	5.3.1 Budget-Based Rent Adjustments 5.3.2 Annual Adjustment Factors (AAF) 5.3.3 Operating Cost Adjustment Factor (OCAF) 5.3.4 Process Rent Appeals to Adjust HAP Contract Rents 5.3.4.1 First Level Review 5.3.4.2 Appeal 5.3.5 Analyze Owner's Utility Allowance Analysis 5.3.6 Review Rent Comparability Studies	to C.5.3.6				
0031 (FP-FUR) (LH NTE)	HAP Contract Renewals	C.5.4				\$0.00
0031AA (FP-FUR)	5.4.1 HAP Contract Long-Term Renewal Processing	C.5.4.1		EA	\$0.00	\$0.00
0031AB (FP-FUR)	5.4.2 HAP Contract Short-Term Renewal Processing	C.5.4.2		EA	\$0.00	\$0.00
0031AC ⁽¹⁾ (LH NTE)	5.4.3 Support for Other HAP Contract Changes	C.5.4.3		Hours	\$0.00	\$0.00 ⁽¹⁾ (Ceiling Price)
0032 (FP-FUR)	HAP Contract Opt-Outs and Terminations	C.5.5		LO		\$0.00
0032AA (FP-FUR)	1 Year Opt-Out	C.5.5		EA	\$0.00	\$0.00
0032AB (FP-FUR)	120-day Opt-Out	C.5.5		EA	\$0.00	\$0.00
0033 (FP-FUR)	Tenant Health, Safety, and Other Tenant Concerns	C.5.6				\$0.00
0033AA (FP-FUR)	5.6.1 Non-Life-Threatening / Other Tenants Concerns or Inquiries	C.5.6.1		EA	\$0.00	\$0.00
0033AB (FP-FUR)	5.6.2 Life-Threatening Tenant Concerns or Inquiries	C.5.6.2		EA	\$0.00	\$0.00
0033AC (FP-FUR)	5.6.3 Occurrence of a Natural Disaster or other Catastrophic Event	C.5.6.3		EA	\$0.00	\$0.00
0034 (FP-FUR)	Interaction with Groups and Inquiries	C.5.7				\$0.00

SECTION B – SUPPLIES OR SERVICES
Multi-Family Housing

HAP CONTRACT SUPPORT SERVICES
86614622R00001

CLIN	Option Year 3 - TBD - TBD Description	PWS Section	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
0034AA (FP-FUR)	5.7.1 Responding to Outside Inquiries	C.5.7.1		EA	\$0.00	\$0.00
0034AB (FP-FUR)	5.7.2 Relations with Resident Organizations	C.5.7.2	1	EA	\$0.00	\$0.00
0035 (FP-FUR)	HUD REAC EH&S Notification	C.5.8	12	MO	\$0.00	\$0.00
0036 (FFP) FP-FUR) (LH NTE)	Project Management	C.5.9				\$0.00
0036AA (FP-FUR)	5.9.1 Monthly Status Report with Ongoing Communication	C.5.9.1	12	EA	\$0.00	\$0.00
0036AB (FP-FUR)	5.9.2 Quarterly Risk Report	C.5.9.2	4	EA	\$0.00	\$0.00
0036AC ⁽²⁾ (LH NTE)	5.9.3 Adhoc Reports	C.5.9.3		Hours	\$0.00	\$0.00 ⁽²⁾ (Ceiling Price)
0036AD ⁽³⁾ (FFP)	5.9.4 Contingency Plan and Notifications	C.5.9.4				\$0.00
	5.9.4.1 Contingency Plan UPDATES	C.5.9.4.1			NSP	NSP
	5.9.4.2 Notifications of Incidents	C.5.9.4.2			NSP	NSP
0036AE ⁽³⁾ (FFP)	5.9.5 Management Plan and Project Schedule UPDATES	C.5.9.5			NSP	NSP

CLIN	Description	Amount
	OPTION YEAR 3 TOTAL: CLINS 0028 – 0036 Estimated VALUE	\$0.00

Option Year 4 - TBD - TBD

CLIN	<u>Option Year 4 - TBD - TBD</u> Description	PWS Section	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
	Housing Assistance Payments (HAP) Contract Support Services (HAPSS) Region (inserted upon award) Sub-Region (inserted upon award)					
0037 (FP-FUR)	Management and Occupancy Reviews	C.5.1				\$0.00
0037AA (FP-FUR)	<u>Plan to Completion of MOR Report</u> 5.1.1. Plan and Prioritize Reviews 5.1.2. Schedule On-site Reviews 5.1.3. Complete Desk Review 5.1.4. Conduct On-Site Review 5.1.5. Complete MOR Report	C.5.1.1 to C.5.1.5		EA	\$0.00	\$0.00
0037AB (FP-FUR)	<u>Follow Up, Appeals and Closing Reviews</u> 5.1.6. Complete Follow Up Actions 5.1.7 Reviews of O/A's Response and Additional Information 5.1.8 O/A Appeals 5.1.9 Actions to be taken for a nonresponsive O/A 5.1.10 Closing Reviews	C.5.1.6 to C.5.1.10		EA	\$0.00	\$0.00
0038 (FP-FUR)	Monthly HAP Vouchers and Special Claims Processing	C.5.2				\$0.00
0038AA (FP-FUR)	<u>Voucher Processing</u> 5.2.1 Voucher Submission 5.2.2 Voucher Review 5.2.3 Voucher Review Requirements 5.2.4 Discrepancy Notification and Resolution 5.2.5 Rent and/or Utility Allowance Changes	C.5.2.1 to C.5.2.5		EA	\$0.00	\$0.00
0038AB (FP-FUR)	<u>Special Claim Processing</u> 5.2.6 Special Claims Review, Approval, Rejection, or Adjustment 5.2.7 Special Claims Log 5.2.8 Denied or Reduced Special Claims 5.2.9 Retaining Copies of Special Claims	C.5.2.6 to C.5.2.9		EA	\$0.00	\$0.00

SECTION B – SUPPLIES OR SERVICES
Multi-Family Housing

HAP CONTRACT SUPPORT SERVICES
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CLIN	Option Year 4 - TBD - TBD Description	PWS Section	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
0039 (FP-FUR)	Adjust HAP Contract Rents 5.3.1 Budget-Based Rent Adjustments 5.3.2 Annual Adjustment Factors (AAF) 5.3.3 Operating Cost Adjustment Factor (OCAF) 5.3.4 Process Rent Appeals to Adjust HAP Contract Rents 5.3.4.1 First Level Review 5.3.4.2 Appeal 5.3.5 Analyze Owner's Utility Allowance Analysis 5.3.6 Review Rent Comparability Studies	C.5.3.1 to C.5.3.6		EA	\$0.00	\$0.00
0040 (FP-FUR) (LH NTE)	HAP Contract Renewals	C.5.4				\$0.00
0040AA (FP-FUR)	5.4.1 HAP Contract Long-Term Renewal Processing	C.5.4.1		EA	\$0.00	\$0.00
0040AB (FP-FUR)	5.4.2 HAP Contract Short-Term Renewal Processing	C.5.4.2		EA	\$0.00	\$0.00
0040AC ⁽¹⁾ (LH NTE)	5.4.3 Support for Other HAP Contract Changes	C.5.4.3		Hours	\$0.00	\$0.00 ⁽¹⁾ (Ceiling Price)
0041 (FP-FUR)	HAP Contract Opt-Outs and Terminations	C.5.5		LO		\$0.00
0041AA (FP-FUR)	1 Year Opt-Out	C.5.5		EA	\$0.00	\$0.00
0041AB (FP-FUR)	120-day Opt-Out	C.5.5		EA	\$0.00	\$0.00
0042 (FP-FUR)	Tenant Health, Safety, and Other Tenant Concerns	C.5.6				\$0.00
0042AA (FP-FUR)	5.6.1 Non-Life-Threatening / Other Tenants Concerns or Inquiries	C.5.6.1		EA	\$0.00	\$0.00
0042AB (FP-FUR)	5.6.2 Life-Threatening Tenant Concerns or Inquiries	C.5.6.2		EA	\$0.00	\$0.00
0042AC (FP-FUR)	5.6.3 Occurrence of a Natural Disaster or other Catastrophic Event	C.5.6.3		EA	\$0.00	\$0.00

SECTION B – SUPPLIES OR SERVICES
Multi-Family Housing

HAP CONTRACT SUPPORT SERVICES
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CLIN	Option Year 4 - TBD - TBD Description	PWS Section	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
0043 (FP-FUR)	Interaction with Groups and Inquiries	C.5.7				\$0.00
0043AA (FP-FUR)	5.7.1 Responding to Outside Inquiries	C.5.7.1		EA	\$0.00	\$0.00
0043AB (FP-FUR)	5.7.2 Relations with Resident Organizations	C.5.7.2	1	EA	\$0.00	\$0.00
0044 (FP-FUR)	HUD REAC EH&S Notification	C.5.8	12	MO	\$0.00	\$0.00
0045 (FFP) FP-FUR) (LH NTE)	Project Management	C.5.9				\$0.00
0045AA (FP-FUR)	5.9.1 Monthly Status Report with Ongoing Communication	C.5.9.1	12	EA	\$0.00	\$0.00
0045AB (FP-FUR)	5.9.2 Quarterly Risk Report	C.5.9.2	4	EA	\$0.00	\$0.00
0045AC ⁽²⁾ (LH NTE)	5.9.3 Adhoc Reports	C.5.9.3		Hours	\$0.00	\$0.00 ⁽²⁾ (Ceiling Price)
0045AD ⁽³⁾ (FFP)	5.9.4 Contingency Plan and Notifications	C.5.9.4				\$0.00
	5.9.4.1 Contingency Plan UPDATES	C.5.9.4.1			NSP	NSP
	5.9.4.2 Notifications of Incidents	C.5.9.4.2			NSP	NSP
0045AE ⁽³⁾ (FFP)	5.9.5 Management Plan and Project Schedule UPDATES	C.5.9.5			NSP	NSP

CLIN	Description	Amount
	OPTION YEAR 4 TOTAL: CLINS 0037 – 0045 Estimated VALUE	\$0.00

TRANSITION-OUT OPTIONAL TASK						
CLIN	Description	PWS Section				
Optional ⁽⁶⁾ Task 0047 (FFP)	Transition-Out	C.5.11			NSP	NSP ⁽⁶⁾

Description	Period of Performance	Contract Line Item (CLIN)	Total Estimated Amount
Base Year	TBD to TBD	CLINs 0001-0009 and Transition-In CLIN 0046	\$0.00
Option Period 1	TBD to TBD	CLINs 0010 - 0018	\$0.00
Option Period 2	TBD to TBD	CLINs 0019 – 0027	\$0.00
Option Period 3	TBD to TBD	CLINs 0028 – 0036	\$0.00
Option Period 4	TBD to TBD	CLINs 0037 – 0045	\$0.00
Optional Task – Transition-Out	See G.13	CLIN 0047	\$0.00
TOTAL: BASE + 4 OPTIONS + Optional Task EST VALUE			\$0.00

B.5 LABOR HOUR RATES FOR LABOR HOUR CONTRACT LINE ITEMS

(a) The LH Tasks are **C.5.4.3** Support for Other HAP Contract Changes and **C.5.9.3** Adhoc Reports

(b) See Section **G.7** for the minimum qualifications for the labor categories.

(c) **HUDAR 2452.237-81 LABOR CATEGORIES, UNIT PRICES PER HOUR AND PAYMENT**
(MAR 2016)

The contractor shall provide the following types of labor at the corresponding unit price per hour in accordance with the terms of this contract:

Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Program Director					
Project Manager					
Asset Management Manager					
Tenant Support Manager					
Voucher Processing Manager					

The unit price per hour is inclusive of the hourly wage plus any applicable labor overhead, General and Administrative (G&A) expenses, and profit. Payment shall be made to the contractor upon delivery to, and acceptance by, the Government office requesting services. The total amounts billed shall be derived by multiplying the actual number of hours worked per category by the corresponding price per hour.

(End of clause)

B.6 Superscript NOTES

(1) **Fixed Price-Fixed Unit Rate (FP-FUR) contract line items**

The estimated quantities and estimated prices for the FP-FUR contract line items are estimates only. The Government is not obligated to order the estimated quantities. The minimum and maximum amounts for the contract are in Section **B.3**, HUDAR 2452.216-76 (Minimum and Maximum Quantities and Amounts for Order.. See Section **G.9** for FFP and FP-FUR Ordering Procedures. See Section **G.11** for Contractor Notification Requirements. See Section **G.12** HUDAR 2452.232-74 NOT TO EXCEED LIMITATION.

(2) **Labor Hour (LH) contract line items**

The estimated hours for the labor hour line items are the Government's current estimates of the maximum amounts that may be ordered. The Government is not obligated to order any specific minimum or maximum number of hours from any labor category or combination of categories under items. The minimum and maximum amounts for the contract are in Section **B.3**, HUDAR 2452.216-76 (Minimum and Maximum Quantities and Amounts for Order.. See Section **G.10** for LH Ordering Procedures. See Section **G.11** for Contractor Notification Requirements. See Section **G.12** HUDAR 2452.232-74 NOT TO EXCEED LIMITATION.

(3) **Contingency Plan and Management Plan and Project Schedule**

Revisions and Updates required in the Base and Option Years will not be separately priced.

(4) **Transition-In Pre-Ramp-Up**

The activities associated with pre-ramp-up activities (i.e. piving and meetings and other activities) are not separately priced.

(5) **Transition-In Ramp-Up Tasks**

The contractor will perform contract services specified in the PWS and will be paid for transition-in ramp-up tasks under the CLINs listed in Section B for the Base Year .The transition-in estimates are included in the estimates for the base year CLINs.

(6) **Transition-Out Optional Task**

The contractor will perform contract services specified in the PWS and at the prices listed in Section B for the performance period prices in effect when the Transition-Out optional task is exercised. **See Section G.13** for the procedures for exercising this optional task.

(7) **Quality Control Plans**

Quality Control Plans required in Section C.6 are not separately priced.

SECTION C- PERFORMANCE WORK STATEMENT
Performance Work Statement (PWS)
Housing Assistance Payments (HAP) Contract Support Services

Vision Statement

Provide Housing Assistance Payments (HAP) Contract support services to the Department of Housing and Urban Development (HUD) in HUD's capacity as contract administrator of approximately 17,000 project-based rental assistance contracts, as authorized under Section 8 of the United States Housing Act of 1937, with owners of multifamily housing projects throughout the United States.

1.0 General Information

1.1 Introduction

The HUD / Office of Multifamily Housing Programs (MFH) has a requirement for HAP Contract support services. Services include conducting Management and Occupancy Reviews (MOR), renewing HAP Contracts, adjusting HAP Contract rents, investigating and addressing tenant concerns, processing monthly vouchers, and providing monthly, quarterly risk, and annual reports on assigned portfolio of projects.

1.2 Background

Under the Section 8 Project-Based Rental Assistance (PBRA) program, HUD/MFH provides monthly rental assistance payments on behalf of 1.2 million households throughout the United States. HUD currently engages 53 Performance-Based Contract Administrators (PBCAs), each acting under an Annual Contribution Contract (ACC) with HUD to perform various tasks. Tasks include the day-to-day monitoring and oversight of approximately 90% of HAP Contracts, which govern the legal relationship between the PBCA, which serves as contract administrator under the HAP Contracts, and owners of Section 8 projects (owners).

The PBCAs are public housing agencies (PHAs) throughout the country, as "public housing agency" is defined in section 3(b)(6)(A) of the United States Housing Act of 1937 Act (including State Finance Agencies). Each PHA has 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. Upon expiration or termination of the existing 53 ACCs, HUD will become the contract administrator for all HAP Contracts in MFH's 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.

1.3 Constraints

The Contractor shall adhere to the rules, regulations, laws, standards, and conventions as amended and applicable to the performance of the Performance Work Statement (PWS). Constraints include, but are not limited to the following:

- a. The United States Housing Act of 1937
[The United States Housing Act of 1937](#)
- b. Department of Housing and Urban Development regulations, as codified in Title 24 of the Code of Federal Regulations
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24tab_02.tpl
- c. Multifamily Assisted Housing Reform and Affordability Act (MAHRA)
<https://www.hud.gov/sites/dfiles/GC/documents/HUDBasicLaws2019-06.pdf>

- d. 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
- e. HUD Handbook 4350.3, REV-1 *Occupancy Requirements of Subsidized Multifamily Housing Programs*
http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/hsgh/4350.3
- f. HUD Handbook 4350.5 Section 8 Management Information System Reporting Instructions Handbook
https://www.hud.gov/program_offices/administration/hudclips/handbooks/hsgh/4050.5
- g. HUD Handbook 4381.5 *The Management Agent Handbook*
http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/hsgh/4381.5
- h. Section 8 Renewal Policy Guide
https://www.hud.gov/program_offices/housing/mfh/mfhsec8
- i. Special Claims Processing Guide
https://www.hud.gov/program_offices/administration/hudclips/guidebooks/HSG-06-01
- j. TRACS MAT Guide and Reference Materials
https://www.hud.gov/program_offices/housing/mfh/trx/trxsum
https://www.hud.gov/program_offices/housing/mfh/trx/trxdocs
- k. iREMS Users Guide for Contract Administrators
https://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/rem/rem
- l. Rent and Income Determination Quality Control Monitoring Guide for Multifamily Housing Programs
https://www.hud.gov/sites/documents/DOC_20477.PDF
- m. Memorandum of Understanding Regarding Housing Assistance to Low-Income Households Between HUD and USDA
<https://www.rd.usda.gov/files/ex2000LLL.pdf>
- n. Housing Notice 2002-10 Section 8 Project-Based Rent Adjustment Using the Annual Adjustment Factor
<http://portal.hud.gov/hudportal/documents/huddoc?id=02-10h.doc>
- o. Housing Notice 2016-05 Revision of Tenant Participation Requirements with 24 CFR Part 245
https://www.hud.gov/program_offices/administration/hudclips/notices/hsg/2016
- p. Housing Notice 2015-04 Utility Analysis Methodology Notice
<http://portal.hud.gov/hudportal/documents/huddoc?id=15-04hsgn.pdf>
- q. Housing Notice 2009-15 Department Reauthorization Act of 2005 for the Multifamily Project-Based Section 8 Housing Assistance Payments Program - Violence Against Women Act – VAWA
<https://portal.hud.gov/hudportal/documents/huddoc?id=09-15hsgn.doc>
- r. Enterprise Income Verification System (EIV)
https://www.hud.gov/program_offices/housing/mfh/rhiip/eiv/eivhome

- s. Form HUD-50059, Owners Certification of Compliance with HUD’s Tenant Eligibility and Rent Procedures
https://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips
- t. Form HUD-9834, Management Review for Multifamily Housing Projects
https://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips
- u. Form HUD-92458, Rent Schedule Low Rent Housing
https://www.hud.gov/program_offices/administration/hudclips/forms/hud9#group2
- v. HUD Datasets
<https://www.huduser.gov/portal/datasets/fmr.html>

Tenant Rental Assistance Certification System (TRACS) compliant software, as noted in the TRACS MAT Guide, and as described on the TRACS website, shall be used in the performance of applicable task(s) stated within this PWS to ensure all required and validated data can be transmitted to TRACS.

The Contractor shall have a TRACS compliant system and obtain access to the following secured HUD systems:

- a. TRACS Tenant Rental Assistance Certification System
- b. iREMS Integrated Real Estate Management System
- c. EIV Enterprise Income Verification System

1.4 Description of Services

HUD/MFH has a requirement for the following HAP Contract support services:

- a. Management and Occupancy Reviews
- b. Monthly HAP Vouchers and Special Claims Processing
- c. Adjust HAP Contract Rents
- d. HAP Contract Renewals
- e. HAP Contract Opt-Outs and Terminations
- f. Tenant Health, Safety, and Other Tenant Concerns
- g. HUD Real Estate Assessment Center (REAC) Exigent Health and Safety (EH&S) Notification
- h. Reporting
- i. Plans
- j. Transition

The Contractor shall provide HAP Contract support services for the Covered Units in the awarded Service Area(s). HUD will add existing HAP Contracts for Covered Units as they become eligible in the Service Area(s) assigned to the Contractor.

All Multifamily Section 8 project-based contracts, including those processed under Title II and IV of MAHRA and portfolio reengineering contracts, are eligible to be assigned to the Contractor, with the following exceptions:

- a. Moderate Rehabilitation Contracts
- b. Project Assistance Contracts (PACs)
- c. Project Rental Assistance Contracts (PRACS)
- d. HAP Contracts for HUD-Owned projects
- e. Contracts for FHA-insured projects slated for foreclosure by HUD
- f. HAP Contracts for which HUD serves as Mortgagee-in-Possession (MIP)
- g. Contracts where the owner has advised HUD of the intent to opt-out

- h. Contracts expiring within 3 months of potential assignment
- i. Contracts for projects identified by the field office as troubled shall not exceed 5% of Contractor's Portfolio
- j. Contracts for projects referred to Departmental Enforcement Center (DEC), excluding contracts referred solely for the reason of a non-filer status under their financial reporting requirement, shall not exceed 5% of Contractor's Portfolio

Upon assignment of any HAP Contract 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 may withdraw HAP Contracts at any time at HUD's sole discretion. Instances where HAP Contracts may be withdrawn include, but are not limited to:

- a. Opt-Outs
- b. Natural Disasters
- c. Terminations, bifurcations, or combinations, etc.
- d. HAP Contract Defaults
- e. Troubled projects in excess of 5% of the Contractor's portfolio of assigned contracts
- f. DEC Referrals in excess of 5% of the Contractor's portfolio of assigned contracts, excluding Annual Financial Statement (AFS) non-filers

Detailed descriptions of specific tasks are provided in Section 5 - *Specific Tasks*

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 of the nature of personal services, or that 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 Contractor 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 and at project locations across assigned Service Areas.

1.8 Hours of Operation

The Contractor shall be available for Project Owner/Management Agent (O/A) questions and concerns from 9:00am to 5:00pm local time of assigned projects.

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, if applicable. 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 state-certified appraisers by the state in which the subject project is located.

1.10 Postaward/Kickoff Conference

See HUD Acquisition Regulations (HUDAR) clause **2452.237-79 POSTAWARD CONFERENCE in Section I.**

1.11 Status Meetings

The Contracting Officer, Contracting Officer's 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 will apprise the Contractor of how the Government views the Contractor's performance or progress of the requirement. The Contractor will 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. Postaward Conference and subsequent meetings may be held via teleconference at the Contracting Officer's discretion.

1.12 Contractor Travel

The Contractor shall be responsible for all travel related expenses under this contract. No cost reimbursements shall be made to the Contractor.

2.0 Definitions and Acronyms

2.1 Definitions

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

ANNIVERSARY DATE. The annual recurrence of the date of the first day of the term of a HAP Contract. HUD employees who conduct administrative, monitoring, and oversight functions related to the Contractor's compliance with and performance of the contract

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

CLOSE OF BUSINESS. 5:00 pm in the jurisdiction where the deliverable is due.

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 subcontractors have been trained and all backup plans and systems have been tested.

CONTRACT ADMINISTRATION OVERSIGHT MONITOR (CAOM). HUD employees who conduct administrative, monitoring, and oversight functions related to the Contractor's compliance with and performance of the contract. The CAOM will serve as the Sub-COR on each contract. The CAOM will act as the primary liaison in the Office of Multifamily Housing for the Contractors.

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 OFFICER'S 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 the HAP Contract support services stated in this PWS.

CONTRACT RENT. The total monthly rent to owner for a contract unit, including the tenant rent (i.e., the portion of the rent to owner paid by the assisted family).

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.

EXIGENT HEALTH AND SAFETY (EH&S) DEFICIENCIES. Deficiencies identified during a Real Estate Assessment Center (REAC) inspection that pose an immediate danger to persons at the project.

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 as defined under 24 CFR § 888.113.

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

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 rental assistance contract authorized under section 8(b) of the United States Housing Act of 1937, including any renewal of any such contract authorized under the Multifamily Assisted Housing Reform and Affordability Act of 1997.

LIFE-THREATENING HEALTH AND SAFETY ISSUES. Issues that the Contractor may discover through tenant concerns or inquiries, conducting Management Occupancy Reviews, Real Estate Assessment Center (REAC) follow-up, or other means of discovery that pose an immediate health or safety issue to tenants at projects administered under HAP Contracts. Examples of Life-Threatening Health and Safety Issues include lack of heat during winter conditions, lack of air conditioning during hot and humid conditions, electrical issues, exposure to mold, and exposure to airborne asbestos, etc.

LONG TERM CONTRACT. A contract under which a HAP Contract is renewed for a year or more.

MULTIFAMILY ASSISTED HOUSING REFORM AND AFFORDABILITY ACT OF 1997, AS AMENDED (MAHRA). The statute authorizing the renewal of HAP Contracts for Project-based rental assistance under Section 8 of the United States Housing Act of 1937 upon termination or expiration of such contracts (42 U.S.C. § 1437f note).

NON-LIFE-THREATING HEALTH AND SAFETY / OTHER TENANT ISSUES. Issues that the Contractor may discover through tenant concerns or inquiries, conducting Management Occupancy Reviews, Real Estate Assessment Center follow-up, or other means of discovery that do not pose an immediate health or safety issue to tenants at projects administered under HAP Contracts.

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). A PHA acting under a performance-based annual contributions contract with HUD.

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 requirements and surveillance methods to be used to determine if the 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 one or more HAP Contracts 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 (RCS). A written study conducted in accordance with the applicable provisions of Chapter Nine of the Renewal Guide in which rents for a multifamily housing project are compared with those of other projects in the same market area, where practicable, having similar characteristics.

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

SECTION 8 RENEWAL GUIDE POLICY (RENEWAL GUIDE). – Guidance issued by the Office of Multifamily Housing Programs on the renewal of expiring or terminating section 8 HAP Contracts and related matters (June 30, 2017), as revised and reissued from time to time.

SERVICE AREA. The region in which the Contractor provides support services

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.

SHORT TERM CONTRACT. A contract under which a HAP Contract is renewed for less than one year.

STATE. Each of the 50 states, and the District of Columbia, the United States Virgin Islands, and Puerto Rico.

SUBCONTRACTOR. 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 subcontractor.

SUBORDINATE CONTRACTING OFFICER’S REPRESENTATIVE (Sub-COR). HUD employees who conduct administrative, monitoring, and oversight functions related to the Contractor’s compliance with and performance of the contract.

UTILITY ALLOWANCE. An amount determined to be a reasonable allowance for utilities paid directly by the tenants at a project for which HUD has previously established an allowance, excluding any utilities that are covered in the rent.

WORK WEEK. Monday through Friday, unless specified otherwise.

2.2 Acronyms

AAF – Annual Adjustment Factor
ACC - Annual Contribution Contract
AE – Account Executive
AQL - Acceptable Quality Level
BBA – Budget-Based Rent Adjustment
CO - Contracting Officer
CAOM - Contract Administration Oversight Monitor
COB - Close of Business
COR - Contracting Officer Representative
DEC – Departmental Enforcement Center
EH&S - Exigent Health and Safety
EIV - Enterprise Income Verification
FAR - Federal Acquisition Regulation
FISMA - Federal Information Security Management Act
FMR - Fair Market Rents
FOCC – Field Office CAOM Counterpart
GOP - General Operational Procedures
HAP - Housing Assistance Payment
HAPSS – HAP Contract Support Services
HUD – United States Department of Housing and Urban Development
iREMS - Integrated Real Estate Management System
MAHRA - Multifamily Assisted Housing Reform and Affordability Act of 1997, as amended
MFH – Multifamily Housing
MOR - Management and Occupancy Review
O/A - Project owner / Management Agent
OCAF- Operating Cost Adjustment Factor
OCI - Organizational Conflict of Interest
OMB - Office of Management and Budget
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
POC – Point of Contact
PWS - Performance Work Statement
QASP - Quality Assurance Surveillance Plan
QCP - Quality Control Plan
RCS – Rent Comparability Study
REAC - Real Estate Assessment Center
RFR – Reserve for Replacement

RHIIP - Rental Housing Integrity Improvement Project

TPV - Tenant Protection Voucher

TRACS - Tenant Rental Assistance Certification System

UA – Utility Allowance

UAF – Utility Allowance Factor-Based Adjustment

DRAFT

3.0 Government Services

The Government will provide the Contractor user access privileges to 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 facilities will be provided by the Government.

3.2 Equipment

No Government equipment will be provided.

3.3 Materials

See **H.3 HUDAR 2452.227-70 GOVERNMENT INFORMATION DEC 2012**

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 (GFP) 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.6, G.7, G.8.**

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 workspace area with their name and company affiliation, or at a minimum, "Contractor" after name.

DRAFT

5.0 Specific Tasks

5.1 Management and Occupancy Reviews

The Contractor shall conduct a Management and Occupancy Review (MOR), using form HUD-9834 *Management Reviews of Multifamily Projects*, for each assigned multifamily project. While some projects have more than one Housing Assistance Payment (HAP) contract, each HAP Contract shall be reviewed as one MOR unless otherwise instructed by HUD.

The U.S. Department of Housing and Urban Development published the [Management and Occupancy Review \(MOR\) Rule and Notice](#) in the Federal Register, effective September 26, 2022. The Notice follows a 2015 publication of a proposed MOR schedule and adopts a final schedule that reflects changes made in response to public comments.

The Rule and Notice apply to properties covered under project-based Section 8 Housing Assistance Payments (HAP) Contracts for the following programs: New Construction (24 CFR Part 880), Substantial Rehabilitation (24 CFR Part 881), New Construction or Substantial Rehabilitation financed by State Housing Agencies (24 CFR Part 883), New Construction financed under Section 515 of the Housing Act of 1949 (24 CFR Part 884), Loan Management Set Aside Program (24 CFR Part 886, subpart A), Disposition of HUD-Owned Projects (24 CFR Part 886, subpart C), and Section 202/8 (24 CFR Part 891, subpart E).

The MOR Rule establishes a frequency for the completion of MORs based upon a project's previous MOR score and the project's rating under HUD's risk-based asset management model. HUD believes that moving to a risk-based MOR schedule will enhance the Department's oversight of the Section 8 HAP program to improve overall program effectiveness and advance HUD's mission to create strong, sustainable, inclusive communities and quality affordable homes for all.

Each review shall evaluate and assess the O/A's operating policies and procedures for directing and overseeing project operations, compliance with HAP Contracts and as set forth in regulations, handbooks, forms, notices, and guidance issued by HUD, as amended and revised, and their adequacy for carrying out daily, front-line activities.

Each MOR shall be conducted and documented in accordance with HUD Handbook 4350.1, Multifamily Asset Management and Project Servicing and HUD Handbook 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs and other HUD issued MOR guidance. The Contractor shall complete the following when conducting an MOR

The Contractor shall conduct a Management and Occupancy Review (MOR), using form HUD-9834 *Management Reviews of Multifamily Projects*, for each assigned multifamily project. While some projects have more than one Housing Assistance Payment (HAP) contract, each HAP Contract shall be reviewed annually as one MOR unless otherwise instructed by HUD.

The Office of Multifamily Housing Programs published a proposed rule and proposed schedule in the *Federal Register* on January 14, 2015 (80 FR 1860 (rule) and 80 FR 1930 (schedule) and expects a final rule to be published during 2022. After publication of the final rule, MOR scheduling will be subject to risk-based criteria including the project's prior MOR score and HUD's designation of the project as troubled, potentially troubled, or non-troubled. The project designation will be made available to the contract awardee, but not prior to selection of an awardee.

Each review shall evaluate and assess the O/A’s operating policies and procedures for directing and overseeing project operations, compliance with HAP Contracts and as set forth in regulations, handbooks, forms, notices, and guidance issued by HUD, as amended and revised, and their adequacy for carrying out daily, front-line activities.

Each MOR shall be conducted and documented in accordance with HUD Handbook 4350.1, Multifamily Asset Management and Project Servicing and HUD Handbook 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs and other HUD issued MOR guidance. The Contractor shall complete the following when conducting an MOR:

5.1.1 Plan and Prioritize Reviews

The Contractor shall create a plan to complete MORs for each assigned HAP Contract. The Contractor shall prioritize MORs considering the following:

- a. as directed by the COR, projects with expiring HAP Contracts, especially if the contract may be terminated due to owner noncompliance,
- b. projects that have undergone initial lease-up within the six-month period preceding the MOR;
- c. within six months for any newly assigned HAP Contracts to the Contractor’s portfolio;
- d. as directed by the COR, following a change in the project’s ownership/management agent (O/A);
- e. as directed by the COR, when desk reviews of available asset management documentation or risk analysis indicate that physical, or management problems exist, and the extent or cause of the problems is not readily apparent;
- f. as directed by the COR, when the project is managed by an agent whose performance is less than satisfactory at other projects in the HUD portfolio.

As of the effective date of this Final Rule, Contractors will establish MOR schedules as laid out in the table below, subject to variation on a case-by-case basis:

Previous MOR:	Unsatisfactory	Below Average	Satisfactory	Above Average	Superior
	<i>Next MOR must be conducted within...</i>				
Risk Classification: Troubled	12 months of previous MOR	12 months of previous MOR	12 months of previous MOR	12 months of previous MOR	12 months of previous MOR
Risk Classification: Potentially Troubled	12 months of previous MOR	12 months of previous MOR	12 months of previous MOR	12 months of previous MOR	12 months of previous MOR
Risk Classification: Not Troubled	12 months of previous MOR	12 months of previous MOR	24 months of previous MOR	36 months of previous MOR	36 months of previous MOR

Performance Standards

a) Standard: 100% Contractor shall complete a prioritized Plan for MOR completion in accordance with HUD’s guidelines.

AQL: 5% Deviation from Standard

Deliverables

A001 – MOR Completion Plan

5.1.2 Schedule On-site Reviews

The Contractor shall contact the O/A to schedule a date for an on-site review. Once the on-site review is scheduled, the Contractor shall confirm the scheduled review with the O/A in writing at least 14 days in advance. The Contractor will input the scheduled date into iREMS within 1 business day from appointment confirmation letter. The Contractor shall also notify the O/A of the documents that must be available the day of the review, as indicated on Addendum C of form HUD-9834. They must also include Part A, Sections I, II and III of the checklist for On-Site Limited Monitoring and Section 504 Reviews (Addendum B) of HUD-9834 to the O/A for completion prior to the on-site review.

Additionally, the Contractor shall verify, via iREMS, DEC status to determine whether to conduct the review or if the project is in the DEC, or other extenuating circumstance, such as a disaster; contact the COR for a determination if a MOR should be conducted.

Performance Standards

- a) Standard: 100% MOR scheduling dates are entered into iREMS.
- AQL: 5% Deviation from Standard

5.1.3 Complete Desk Review

The Contractor shall conduct a desk review to determine the status of various project operations, including physical, and management conditions prior to the on-site MOR. The desk review shall include reviewing the Contractor HAP Contract files and information systems, i.e. iREMS, TRACS, EIV, etc. and entering information into form HUD-9834. The Contractor shall, as part of the desk review, verify that HAP Contracts are in compliance with HUD requirements for occupancy of Covered Units, including performing mandated follow-up on EH&S findings from REAC reviews and the mitigation thereof. The results of the desk review will inform the Contractor for specific areas of review during the onsite review.

Performance Standards

- a) Standard: 100% of Desk Review is completed per HUD guidance.
- AQL: 5% Deviation from Standard

5.1.4 Conduct On-Site Review

The Contractor shall conduct an on-site review and complete form HUD-9834 in the specific sections pertinent to the Contractor's review. For each section included within form HUD-9834, the Contractor shall determine whether existing policies, conditions, and procedures are acceptable or whether corrective actions are needed.

As part of the on-site review, the Contractor shall conduct a close-out meeting with the O/A on the last day of the review, as the last action. The meeting shall be held either on-site or in the O/A's office. During the meeting, the Contractor shall provide the O/A immediate feedback on what was observed at the project, including any preliminary findings, concerns that were identified, results of the occupancy file review and interviews with staff. The Contractor shall also provide the O/A with the opportunity to explain or comment on findings. The Contractor may also request copies of project policies and procedures for further review as necessary.

When the Contractor has reason to believe the tenant file errors are widespread and egregious to the point that improper payments are being made, the Contractor shall email the COR within 2 business days of conducting the MOR with the tenant file findings and recommendation that a 100% file audit be conducted.

Upon COR request, the Contractor shall conduct a 100% file audit in a timeframe not to exceed 45 days from the date of COR request. The expected occurrence of 100% file reviews is approximately 5 per year and no more than 10 times per year per service area.

Performance Standards

- a) Standard: 100% of MOR Reviews are completed per HUD guidance.
AQL: 5% Deviation from Standard

Deliverables

A002 100% File Audit Recommendation

5.1.5 Complete MOR Report

Within 30 days, 45 days for audits requiring 100% file review, of completion of the onsite review, the Contractor shall submit to the O/A an MOR Report to include: a cover letter, summary page, and *Summary Report Findings of the HUD-9834* which shall include: a rating, outlines the findings, cites violations and recommends corrective actions; and outlines the appeal process, as applicable.

In determining the overall rating is calculated based upon a prescribed HUD formula contained in the form HUD-9834. If the overall rating is below average or unsatisfactory the Contractor shall provide the Sub-COR a copy of the MOR Report via email at the same time as it is sent to the O/A. The Contractor shall input the applicable MOR Report data into iREMS within 1 business day of sending out the MOR Report to the O/A.

Performance Standards

- a) Standard: 100% MORs conducted and reported in accordance with HUD timeframes, procedures, and policies referenced within the PWS.
AQL: 5% Deviation from Standard

Deliverables

A003 MOR Report

5.1.6 Complete Follow Up Actions

If there are deficiencies identified in the MOR Report, the Contractor shall inform the O/A that deficiencies must be resolved no later than 30 days from the MOR Report date. The Contractor shall maintain documentation to support that the deficiencies were corrected by the targeted completion date noted on the MOR Report. If the O/A requires additional time to correct deficiencies, the Contractor shall inform the O/A that a Corrective Action Plan must be submitted no later than 30 days of receipt of the MOR Report to the O/A.

The Contractor shall ensure the Corrective Action Plan includes target timeframes for resolving the deficiencies. The Contractor shall email the Sub-COR a copy of the Corrective Action Plan for approval within 2 business days of receipt from the owner. Once approval is received from the Sub-COR, the Contractor shall provide the O/A the Corrective Action Plan approval and shall monitor progress of the Corrective Action Plan monthly until all deficiencies have been addressed.

Within 30 days of receiving the O/A's response to the on-site review, the Contractor shall review the response and advise the O/A if the MOR Report is complete with all deficiencies addressed and resolved or if additional actions and follow-up are needed. Once the completed O/A's response is received and accepted by the Contractor, the Contractor shall email the MOR Report and O/A response to the Sub-COR for final approval within 5 days of receipt of response.

Performance Standards

a) Standard: 100% of MOR with deficiencies are addressed within HUD timeframes, procedures, and policies.
AQL: 5% Deviation from Standard

Deliverables

A004 Corrective Action Plan
A005 MOR Report - O/A Response

5.1.7 Reviews of O/A's Response and Additional Information

The O/A shall have the opportunity to submit additional information to the Contractor in the event a project receives a score of "Below Average" or "Unsatisfactory". If the O/A elects to submit this additional information, it must be submitted within 30 days of receipt of the MOR Report. If the additional information is received prior to the deadline, the Contractor shall review the additional information and the MOR and ensure it is a complete and accurate assessment of the project in accordance with 5.1.4 and 5.1.5 above and shall adjust the MOR findings and overall rating, if necessary. Should the additional documents satisfy the MOR findings and raise the level of the rating above the "Below Average" or "Unsatisfactory" rating, the Contractor shall close out the report.

Should the Contractor review any additional information submitted by the O/A and find it does not satisfy the cited findings in the MOR Report, the Contractor shall send a letter to the O/A within 45 days of receipt of additional information with detailed language describing the results of the review and language explaining how the O/A can request an appeal to 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 Sub-COR on this letter.

Performance Standards

a) Standard: 100% Contractor shall submit appeal language to O/A within 45 days of receipt of additional information for all MORs, if applicable.
AQL: 5% Deviation from Standard

Deliverables

A006 Copy of Letter to the O/A Regarding Appeal Process

5.1.8 O/A Appeals

If HUD receives an appeal, the Sub-COR will request the MOR documentation from the Contractor. The Contractor shall submit the requested documentation via email to the Sub-COR within 5 business days of the request. The appeal decision must be in writing and transmitted to the O/A by the HUD Multifamily Regional Director within a 45-calendar day period following receipt of the appeal letter or 45 calendar days upon conclusion of the meeting with the O/A. Decisions rendered by HUD will be final and will not be subject to further appeal. HUD will notify O/A and copy Contractor of final decision. Contractor shall close MOR, if applicable. The highest number of reviews and appeals historically is 35 per year. HUD expects that in the first year of the contract that number may increase but expects no more than 70 O/A requests for reviews or appeals.

Performance Standard

a) Standard: 100% MOR Appeal documentation sent within 5 days of request.
AQL: 5% Deviation from Standard
b) Standard: 100% Contractor shall close MOR, if applicable.
AQL: 5% Deviation from Standard

Deliverables

A007 Documentation for Appeal

5.1.9 Actions to be taken for a nonresponsive O/A

If the O/A does not respond within 30 days with either documentation of the corrected deficiencies or Corrective Action plan, the Contractor shall send a reminder every 10 days for an additional 30-day timeframe. If the O/A still does not respond, the Contractor shall send the report to the Sub-COR via email no later than 5 business days of the expiration of the additional 30-day timeframe. HUD staff will be responsible at this time for closing out the MOR.

Performance Standard

a) Standard: 100% Contractor shall follow-up within timeframes for O/A response to MOR.

AQL: 5% Deviation from Standard

b) Standard: 100% Contractor shall notify sub-COR at expiration of timeframes of O/A's nonresponse.

AQL: 5% Deviation from Standard

Deliverables

A008 Notification of Nonresponsive O/A

5.1.10 Closing Reviews

After determining that the O/A has taken all corrective actions required in the MOR Report, the Contractor shall email the MOR Report and O/A response to the Sub-COR for final approval. Upon receipt of approval from the Sub-COR, the Contractor shall notify the O/A in writing within 5 days that the MOR is closed. The close-out date shall be entered into iREMS on the same day as close-out. All of the MORs shall be closed out not later than 30 days of completion of all MOR related activity.

Performance Standards

a) Standard: 100% MORs and O/A responses, when applicable, are sent to sub-COR for approval.

AQL: 5% Deviation from Standard

b) Standard: 100% Contractor shall provide O/A with MOR closure.

AQL: 5% Deviation from Standard

Deliverables

A009 MOR Report and Response to Sub-COR

5.2 Monthly HAP Vouchers and Special Claims Processing

The Contractor shall process Section 8 HAP vouchers (Vouchers) and special claims for each assigned contract monthly. Each Voucher review shall evaluate and assess that payments are made to O/As only for those units in compliance with and covered by the contract(s). Each Voucher review shall ensure compliance with HAP Contracts as set forth in regulations, handbooks, forms, notices, and guidance issued by HUD, as amended and revised.

5.2.1 Voucher Submission

The Contractor shall utilize TRACS compliant software to verify Vouchers were received by the tenth (10th) day of the preceding month for which the O/A is requesting payment. For example, for a January HAP Voucher to be paid by the first of January, the O/A must transmit the Voucher to the Contractor by the 10th of December. The Contractor shall follow-up weekly on delinquent Vouchers until received. The Contractor shall include as part of the monthly status report in 5.8.1.

5.2.2 Voucher Review

The Contractor shall verify the accuracy of the Voucher as described in 5.2.3. Vouchers submitted to the Contractor by the tenth of the month shall be processed and transmitted to HUD via TRACS by the 25th of the month. Vouchers submitted to the Contractor after the tenth of the month shall be processed and transmitted to HUD via TRACS no later than 15 days of receiving the Voucher.

Performance Standards

a) Standard: 100% of Vouchers are reviewed and transmitted to HUD no later than 15 days of receipt or by the 25th of the month, whichever is later.

AQL: Zero Deviation from Standard

Deliverables

A010 HAP Voucher Submissions

5.2.3 Voucher Review Requirements

The Contractor shall review and verify the O/A Voucher request and resident data prior to payment.

- a. The Contractor shall monitor the data in TRACS to ensure the timely receipt of valid and error free files.
- b. The Contractor shall verify that the amount of HAP paid on behalf of each resident is accurate based upon resident data on the transmitted Voucher compared to resident data transmitted via TRACS software to O/A.
- c. The Contractor shall verify that vacant and abated Section 8 units are not claimed on the Voucher based upon resident data on the transmitted Voucher compared to resident data transmitted via TRACS software to O/A and any vacant or abated Section 8 units information the COR has provided the Contractor.
- d. The Contractor shall verify that interim re-certifications, move-in/move-outs, and adjustments to prior claims for Section 8 assistance have been completed accurately and on time based upon resident data on the transmitted Voucher compared to resident data transmitted via TRACS software to O/A.
- e. The Contractor shall verify pre-approval of Section 8 special claims by verifying the accuracy of the special claim's approval number.

As part of the verification review process, the Contractor may request that the O/A submit a hardcopy of the Voucher and inform the O/A that requested documentation must be submitted to the Contractor within one business day. The Contractor shall resolve discrepancies in the Voucher submission prior to the Voucher submission deadline. In the event that discrepancies cannot be resolved, the Contractor shall follow the process stated within Section 5.2.4 below.

5.2.4 Discrepancy Notification and Resolution

The Contractor shall notify the O/As in writing of any necessary adjustments, corrections, and/or TRACS errors that could not be resolved prior to the Voucher submission deadline. The Contractor shall fax and/or email the O/A a Voucher Discrepancy Report with a description of any discrepancies no later than one business day of transmitting the Voucher to HUD. The Voucher discrepancy report shall include a separate line item to address each occurrence where the dollar amount that is approved for payment differs from the amount requested by the O/A. Cases of gross rent increase discrepancies may be consolidated to a single line item if the discrepancy is clearly articulated.

The Contractor shall review the O/A's subsequent Voucher submissions to verify that the O/A processed all requested corrections.

The Contractor shall notify the COR via the Monthly Status Report (Section 5.8.1) of repeated, egregious errors, data quality issues, regular transmission of insufficient data, or if the Contractor has reason to believe the Vouchers are not reflective of the contract's true composition.

5.2.5 Rent and/or Utility Allowance Changes

The Contractor shall verify that all approved rent and/or utility allowance changes are reflected in the Voucher. The Contractor shall verify that the rent and/or utility allowance change(s) were incorporated accurately no later than 45 days of receiving the Form HUD-92458, Rental Schedule Low Rent Housing (Rent Schedule) from HUD. The Contractor shall ensure that adjustments are made as indicated on the Rent Schedule and that the rent and/or utility allowance changes are made effective on the effective date noted on the signed fully executed Rent Schedule.

Gross Rent Increase/Utility Allowance Changes are required to be submitted by the O/A within 90 days from the execution date of the Rent Schedule. If the change is not submitted on the monthly Voucher within the 90 days, the Contractor shall send a notification email to the Sub-COR no later than 5 days of the execution of the Rent Schedule.

Performance Standards

a) Standard: 100% of Vouchers are reviewed to verify that rent and/or utility allowance change(s) were incorporated accurately no later than 45 days of receiving Rent Schedule.

AQL: Zero Deviation from Standard

Deliverables

A011 Gross Rent Increase/Utility Allowance Changes Notification That Have Not Been Implemented By The Owner

5.2.6 Special Claims Review, Approval, Rejection, or Adjustment

The Contractor shall review and approve unpaid rent, debt service and vacancy special claims forms submitted by the O/A and once verified, and either approve, reject, or adjust special claims in accordance with the Special Claims Processing Guide, other applicable HUD guidance and information provided by the O/A. The Contractor shall review and notify the O/A of the determination no later than 30 days from receipt of the special claim form from the O/A. The Contractor shall execute the forms and indicate whether the claims is approved, rejected, or adjusted. The Contractor shall explain any rejection or adjustment of claims to the O/A. The Contractor shall not approve a special claim submitted on a Voucher for payment unless the Contractor has previously reviewed and approved the special claim.

The Contractor shall review for completeness any special claims for damages received by the O/A and submit the O/A's package of special claims for damage to the Sub-COR for approval. The Sub-COR will return the approved, rejected, or adjusted special claims for damages to the Contractor. Should the special claim be approved or adjusted, the Contractor shall log and return to the O/A for payment submission. The Sub-COR will provide the Contractor with a detailed explanation of any denial and adjusted claims which the Contractor shall forward this to the O/A. The Contractor shall not approve a special claim submitted on a Voucher for payment unless the Contractor has previously reviewed and approved the special claim.

Special claims annual data reveals that the Northeast Region had 8556; the Southeast Region had 5903; the Midwest Region had 11086; the Southwest had 3327; and the West had 1871 special claims.

Performance Standards

a) Standard: 100% of Special Claims received will be reviewed, approved, rejected or adjusted no later than 30 days of receipt of package.

AQL: Zero Deviation from Standard

Deliverables

A012 O/A Package of Special Claims for Damage

5.2.7 Special Claims Log

The Contractor shall use the HUD Special Claims Log found within TRACS and the *HUD Special Claims Guide* that includes the following data:

- a. project name
- b. Section 8 project number
- c. date received
- d. approved amount
- e. contact person
- f. claim status (approved, rejected, adjusted)
- g. claim approval number (if approved).

The pertinent information contained in the Special Claims Log shall be entered into TRACS no less than once a month.

Deliverables

A013 Special Claims (via TRACS)

5.2.8 Denied or Reduced Special Claims

The Contractor shall, upon receiving additional information from the O/A after a denied or reduced unpaid rent, debt service or vacancy special claim, review any new or additional supporting documentation regarding the special claim. The Contractor shall inform the O/A of the result of this supplementary review no later than 30 days of receipt of additional information from the O/A. The O/A has one opportunity to submit additional information regarding a denied or reduced claim.

5.2.9 Retaining Copies of Special Claims

The Contractor shall retain copies of approved, denied or reduced special claims and supporting documentation for the duration of the contract period of performance. These files shall also be available for review upon Sub-COR request and submitted to the Sub-COR at the end of the final contract period of performance.

Deliverables

A014 Copies of Approved Special Claims / Supporting Documentation

5.3 Adjust HAP Contract Rents

O/As are entitled to rent adjustments under the terms of the HAP Contract. The Contractor may be required to adjust rents under the terms of the HAP Contracts at times other than HAP Contract renewal during the HAP Contract term in accordance with the HAP contract and HUD requirements. The Contractor shall process contract rent adjustments correctly when requested by the owner under appropriate Budget-Based, Annual Adjustment Factor (AAF), or Operating Cost Adjustment Factor (OCAF). If applicable, the Contractor shall analyze the

owner's RCS and adjustments of the owner utility allowance schedule and make adjustments to the rents as required by regulations.

Performance Standards

a) Standard: 100% of rent adjustment requests, and utility analysis if required, are processed in accordance with HUD guidance, timeframes, procedures and policies referenced within the PWS, no later than thirty (30) days of receipt.

AQL: 95% Deviation from Standard

5.3.1 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 shall require HUD approval. The Contractor shall determine budget-based adjustments of contract rent by performing the following tasks no later than 30 days of receipt of a complete package, unless otherwise specified below:

- a. Verify that the owner has submitted all required documentation for a budget-based rent adjustment no later than 5 business days of receipt of package;
- b. Analyze the project's operating budget and supporting documentation for a rent adjustment to determine reasonableness according to current guidance;
- c. Submit proposed rent increases to the Sub-COR via email for approval or disapproval no later than 15 days of receipt of completed package. The Sub-COR will notify the Contractor of the decision and the Contractor shall provide written notification to the owner;
- d. If the HAP Contract requires the owner to maintain a reserve for replacement (RFR), analyze adjustment to the monthly reserve for replacement deposit, as required, and recommend action to the Sub-COR via email with proposed rent increase;
- e. As required by current guidance and the HAP Contract, using a state-certified appraiser in the relevant jurisdiction, review the O/A's RCS in accordance with the Renewal Guide;
- f. Analyze the O/A's UA Baseline or UA Factor Adjustment in accordance with current guidelines;
- g. Enter rent, UA and RFR deposit data into iREMS;
- h. Provide written notification to the O/A which must include the date of the O/A submission, the Contractor's calculation including the new rents, UA and RFR deposit amount and effective date as approved by the Sub-COR. The letter shall also tell the O/A to submit a fully completed Rent Schedule;
 - (1) Verify accurate, timely completion and submission of the adjusted rent schedule by the O/A;
 - (2) Submit Rent Schedule to the Sub-COR for execution;
 - (3) Provide the O/A the fully executed Rent Schedule no later than 3 business days of receipt from the Sub-COR;
 - (4) No later than 5 business days of fully executed rental adjustment from the O/A, email the Rent Schedule and all supporting documentation shall be submitted to the Sub-COR.

Budget-based rent adjustments shall be reviewed and completed in accordance with HUD Handbook 4350.1, Chapter 7, Multifamily Asset Management and Project Servicing and any subsequently issued HUD guidance.

Deliverables

A015 Budget Based Rent Increase Proposal
A016 Reserve for Replacement Analysis and Recommendation
A017 Rent Schedule for Execution
A018 Rent Schedule Fully Executed

5.3.2 Annual Adjustment Factors (AAF)

This rent adjustment method generally requires the Contractor to apply the AAF to current contract rents. AAFs are published annually in the Federal Register. The Contractor shall verify that the O/A has submitted all required documentation for an AAF rent adjustment no later than 5 business days of receipt. The Contractor shall perform the following tasks no later than 30 days of complete package receipt from O/A, unless otherwise specified below:

- a. Apply the formula for an AAF Rent Increase according to current guidance;
- b. If required by current guidance and the HAP Contract, using a state certified appraiser in the relevant jurisdiction, review the O/A's RCS in accordance with the Renewal Guide;
- c. Analyze the O/A's UA Baseline or UA Factor Adjustment in accordance with current guidelines;
- d. If the HAP Contract requires the owner to maintain a reserve for replacement, analyze adjustment to the monthly reserve for replacement deposit, as required, and recommend action to Sub-COR via email;
- e. Enter rent, UA and RFR deposit data into iREMS;
- f. Approve or disapprove the amount of the rent adjustment and provide written notification to the O/A which must include the date of the O/A submission, the Contractor's determination including the new rents, UA and RFR deposit amount and effective date. The letter shall also tell the owner to submit a fully completed Rent Schedule;
 - (1) Verify accurate, timely completion and submission of the adjusted Rent Schedule by the O/A;
 - (2) Submit Rent Schedule to the Sub-COR for execution;
 - (3) Provide the O/A the fully executed Rent Schedule no later than 3 business days of receipt from the Sub-COR; No later than 5 business days of fully executed rental adjustment, email the Rent Schedule and all supporting documentation to the Sub-COR.

Deliverables

A019 Reserve for Replacement Analysis and Recommendation (AAF)
A020 Rent Schedule for Execution (AAF)
A021 Rent Schedule Fully Executed (AAF)

5.3.3 Operating Cost Adjustment Factor (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 Auto-OCAF 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 Auto-OCAF, in accordance with the terms of the HAP Contract.

For HAP Contracts that are not an Auto-OCAF, the Contractor shall request from the O/A the submission of necessary forms for a manual OCAF and supporting documentation no later than 120 days of the contract anniversary date. Upon receipt of the package for requesting an OCAF from the O/A, the Contractor shall verify that the O/A has submitted all required documentation for an OCAF rent adjustment no later than 5 business days of receipt. The Contractor shall perform the following tasks no later than 30 days of receipt of the complete package submitted for the proposed rent increase from the O/A, unless otherwise specified below:

- a. Determine the amount of the OCAF in accordance with HUD requirements;
- b. If required by current guidance and the HAP Contract, using a state certified appraiser for the relevant jurisdiction, review the O/A's RCS in accordance with the Renewal Guide;
- c. If applicable, analyze the O/A's UA Baseline or UA Factor Adjustment in accordance with current guidelines;
- d. If the HAP Contract requires the owner to maintain a reserve for replacement, analyze adjustment to the monthly reserve for replacement deposit, as required, and recommend action to the Sub-COR via email;
- e. Enter rent, UA and RFR deposit data into iREMS;
- f. Submit proposed rent adjustment to the Sub-COR via email for approval or disapproval. The Sub-COR will notify the Contractor of the decision and the Contractor shall provide written notification to the O/A.
- g. Provide written notification to the O/A which shall include the date of the O/A submission, the Contractor's calculations including the new rents, UA and RFR deposit amount and effective date. The letter must also tell the O/A to submit a fully completed Rent Schedule;
- h. Verify accurate, timely completion and submission of the adjusted Rent Schedule by the owner;
- i. Submit Rent Schedule to the Sub-COR for execution;
- j. Provide the O/A the fully executed Rent Schedule no later than 3 business days of receipt from the Sub-COR; No later than 5 business days of fully executed rental adjustment, email the Rent Schedule and all support documentation to the Sub-COR.

Deliverables

A022 Reserve for Replacement Analysis and Recommendation (OCAF)
A023 Proposed Rent Adjustment (OCAF)
A024 Rent Schedule for Execution (OCAF)
A025 Rent Schedule Fully Executed (OCAF)

5.3.4 Process Rent Reviews and Appeals to Adjust HAP Contract Rents

An O/A may request a review of the Contractor's rent adjustment calculation. The first level of review is to the Contractor should it relate to the O/A's submission of insufficient documentation as described in HUD requirements. Should an O/A's request for review extend beyond supplemental documentation submitted, the

Contractor shall forward the O/A's request/appeal to the appropriate jurisdictional Sub-COR and make a recommendation of O/A's request/appeal. The Contractor shall perform the following tasks:

5.3.4.1 First Level Review

- a. Analyze the O/A's rent appeal request;
- b. Provide the O/A with written notice of Contractor's recommendation and justification no later than 30 days of receipt of the O/A's request;
- (1) If the additional documentation that the O/A provides reviewed by the Contractor results in a change in rent calculations, the Contractor shall:**
 - a. Enter data into iREMS;
 - b. Verify accurate, timely completion and submission of an adjusted Rent Schedule by the O/A;
 - c. Submit Rent Schedule to the Sub-COR for execution;
 - d. Provide the O/A the fully executed Rent Schedule no later than 3 business days of receipt from the Sub-COR;
 - e. No later than 5 business days of fully executed rental adjustment, email the Rent Schedule and all support documentation to the Sub-COR.
- (2) If the additional documentation that the O/A provides reviewed by the Contractor does not result in a change in rent calculations, the Contractor shall:**
 - a. Notify the O/A of the opportunity for an appeal with notice of Contractor recommendation and justification;
 - b. Upon receipt of any appeal provided by O/A, email the review, denial, appeal and all supporting documentation to the Sub-COR.

5.3.4.2 Appeal

If the appropriate jurisdictional Sub-COR approves the O/A's appeal, the Contractor shall:

- a. Receive approval from jurisdictional Sub-COR;
- b. Enter data into iREMS;
- c. Verify accurate, timely completion and submission of adjusted Rent Schedule by the O/A;
- d. Submit Rent Schedule to the Sub-COR for execution;
- e. Provide the O/A the fully executed Rent Schedule no later than 3 business days of receipt from the Sub-COR.

Deliverables

A026 Recommendation – O/A Request/Appeal

A027 Rent Schedule for Execution (Appeals)
A028 Rent Schedule Fully Executed (Appeals)
A029 Appeal Documentation

5.3.5 Analyze O/A's Utility Allowance Analysis

Multifamily project owners that have a utility allowance must review it annually as described in Notice H 2015-04. A new baseline utility allowance for each bedroom size must be established once every third year. For the two years after the baseline is established, owners have the option to perform a factor-based utility analysis. Historical data of annual utility allowance analysis reflects that the Northeast Region completed 14038; the Southeast Region completed 8612; the Midwest Region completed 10213; the Southwest Region completed 7245; and the West Region completed 8583 annual utility allowance analyses. The Contractor shall perform the following tasks:

- a. Verify that the O/A has completed a baseline in accordance with Notice H 2015-04 and that they have submitted all required backup documentation;
- b. Analyze the data submitted and assure the calculations were computed properly;
- c. For UA Factor Adjustments, verify that the O/A has used the UAF provided by HUD and assure the calculations were computed properly;
- d. Verify that the O/A provided proper notification to residents of any reduction in the UA. Any tenants' comments received by the Contractor shall be submitted to the Sub-COR for review and HUD response directly to the tenant(s). The Sub-COR will advise the Contractor of the results of their review;
- e. If the UA was not adjusted as part of a rental adjustment, the Contractor must advise the O/A of the adjusted UA and collect a new Rent Schedule;
- c. Verify accurate, timely completion and submission of adjusted Rent Schedule by the O/A;
- d. Submit Rent Schedule to the Sub-COR for execution;
- e. Provide the O/A the fully executed Rent Schedule no later than 3 business days of receipt from the Sub-COR;
- f. The UA analysis along with the supporting documentation shall be emailed to the COR. If the UA adjustment occurred as part of a rental adjustment, the documentation shall be included in that package. If not part of a rental adjustment, a separate email shall be completed.

Deliverables

A030 Tenant Comments
A031 Rent Schedule for Execution (Utility Allowance)
A032 UA Analysis / Supporting Documentation

5.3.6 Review Rent Comparability Studies

When applicable, project owners must submit an RCS to demonstrate the current market rent potential for the project. For the most recent annual period, RCS reviews were performed 1150 times in the Northeast; 469 in the Southeast; 539 in the Midwest; 385 in the Southwest; and 844 in the West. Using a state certified appraiser for the relevant jurisdiction the Contractor shall perform the following tasks:

- a. No later than 5 business days from receipt of owner RCS, complete the Initial Screening for completeness and timeliness using the HUD checklist in accordance with the Renewal Guide;
- b. Upon completion of the Initial Screening, if the Contractor determines that a HUD Commissioned Third-Party RCS is required, they shall email the Sub-COR with the relevant data no later than two business days after initial screening;
- c. Complete the Substantive Review using HUD checklists in accordance with the Renewal Guide;
- d. If the Substantive Review leads the O/A's appraiser to subsequently reduce the project's RCS rents to a level that eliminates the need for a HUD-commissioned study, then the HUD-commissioned study shall be cancelled via email to the Sub-COR no later than 2 business days from final determination.
- e. The Contractor shall convey the results of their Substantive Review to the Sub-COR no later than 30 days after receiving a complete package from the O/A;
- f. If the Contractor is recommending alternative rents or denial of a RCS, the Contractor shall prepare a Decision Letter in accordance with the Renewal Guide and provide appeal rights. The Contractor shall copy the Sub-COR when emailing the Decision Letter to the O/A;
- g. If HUD receives an appeal, the Sub-COR will request all review documentation and the Contractor shall provide it no later than 3 business days of the request;
- h. The RCS along with the Initial and Substantive reviews and all supporting documentation shall be emailed to the Sub-COR. In most cases this will occur as part of an approved rental adjustment and the documentation shall be included in that package. If the RCS was denied/adjusted and the O/A did not appeal or accept the alternate rents, a separate upload shall be completed.

Deliverables

A033 Request for HUD Commissioned RCS
A034 HUD-Commissioned Study Cancellation Notice
A035 Substantive Review Results
A036 Decision Letter
A037 RCS/Reviews/Supporting Documentation

5.4 HAP Contract Renewals

As HAP Contracts approach expiration, the Contractor shall facilitate contract renewals within accordance with HUD regulations and requirements, as amended or revised to ensure continued Section 8 assistance. The Contractor will be required to perform owner outreach to remind them of the contract renewal due dates; review the owner contract renewal submission to determine that the owner selected a renewal option to which they were entitled per the Renewal Guide; and process any renewal rents corresponding to the renewal option which the HAP Contract is being renewed.

At the time of HAP Contract renewal, the owner may request a renewal rent (see rent adjustment requirements at Section 5.3 Adjust HAP Contract Rents) and a Utility Allowance (UA) adjustment (see UA adjustment requirements at Section 5.3.5, Analyze O/A's Utility Allowance Analysis). The Contractor shall obtain and provide information and documentation to and from owners to ensure they fulfill their obligations to residents, HUD, State and Local Government entities, consistent with owner renewal decisions. In cases where owners elect to opt-out, combine or bifurcate contracts, or transfer the project to another owner, the Contractor shall facilitate the completion of these transactions in accordance with HUD regulations and requirements and in consultation with the jurisdictional HUD office.

Performance Standards

a) Standard: 100% of HAP Contract renewals are processed in accordance with HUD guidance, timeframes, procedures and policies referenced within the PWS and sent to the owner no later than 60 days of owner renewal request.

AQL: 95% Deviation from Standard

5.4.1 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 in accordance with the Renewal Guide. The Contractor shall verify that O/A's with expiring HAP Contracts provide notifications to tenants and HUD in accordance with HUD guidelines. The Contractor shall verify that the necessary corresponding Renewal Rent and Utility Allowance adjustments are completed in accordance with current guidelines. The Contractor shall renew HAP Contracts by performing the following tasks no later than 60 days of receipt of a complete package, unless otherwise specified below.

- a. For HAP Contracts that require a RCS, one year prior to RCS expiration as provided in HUD systems, the Contractor shall notify the Owner of the need to obtain a new RCS for HAP Contract renewal in accordance with HUD guidelines;
- b. Verify that owners of projects with expiring HAP Contracts provide required notice to the Contractor and project residents;
- c. Review owner's one (1) year tenant notification letter to verify that it meets statutory and administrative requirements;
- d. Provide Sub-COR via email a copy of the owner's one (1) year tenant notification letter no later than one business day of receipt;
- e. Maintain copies of owner's notice to Contractor and project residents;
- f. No later than 150 days prior to the expiration of each assigned HAP Contract the Contractor shall notify the O/A of the pending expiration and their requirement to submit their renewal selection no later than 120 days prior to expiration;
- g. Upon receipt of the O/A's request to renew, the Contractor shall review the submission in accordance with the Renewal Guide; If a HUD Commissioned RCS is required, provide advance notification via email to the Sub-COR.
- h. If the owner does not submit their renewal option, the Contractor shall follow-up every 30 days until it is received. Should the O/A fail to submit their renewal option by the 30th day after their HAP Contract expiration, the Contractor shall email the Sub-COR.
- i. If an RCS is required/included in the renewal submission, the Contractor, using a state- certified appraiser for the relevant jurisdiction, shall evaluate it to ensure the RCS utilizes industry standard methods that are performed within the appropriate timeframe per HUD requirements. (see RCS review requirements at Section 5.3.6, Review Rent Comparability Studies);
- j. The Contractor shall evaluate O/A's renewal rent request within 5 days from initial submission to determine a complete package has been submitted in accordance with current requirements; (see rent adjustment requirements at Section 5.3, Adjust HAP Contract Rents);

- k. If the HAP Contract requires the owner to maintain a reserve for replacement, analyze adjustment to the monthly reserve for replacement deposit, as required, and recommend action to the COR;
- l. The Contractor shall evaluate O/A's Utility Analysis in accordance with Notice H 2015-04; (see UA adjustment requirements at Section 5.3.5, Analyze O/A's Utility Allowance Analysis);
- m. The renewal shall be entered in iREMS in accordance with current instructions;
- n. The Contractor shall request funding from the Sub-COR via email in accordance with required protocol;
- o. Once the Sub-COR provides the Contractor with funding amount, Contractor shall prepare the HAP Contract on the form required by HUD as specified in the Renewal Guide and email/mail to the O/A for execution no later than 2 days from the Sub-COR's funding notification;
- p. The Contractor shall forward the Sub-COR via email/mail the owner executed contract for HUD execution no later than three business days of receipt from the O/A;
- q. After receipt from the Sub-COR of a fully executed HAP Contract, the Contractor shall email/mail the original copy to the O/A no later than 5 business days and retain a copy for Contractor files;

Deliverables

A038 One Year Tenant Notification Letter

A039 Notification for HUD Commissioned RCS

A040 Reserve for Replacement Analysis and Recommendation (Long Term Renewal)

A041 Funding Request

A042 Owner Executed HAP Contract

5.4.2 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.

- a. The Contractor shall inform the Sub-COR via email no less than 30 days prior to the expiration of the HAP Contract;
- b. Upon direction of the Sub-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 Sub-COR based on the information provided by the Contractor.

A short-term HAP Contract renewal may also be requested by the O/A under circumstances detailed in the Renewal Guide.

- c. Within 5 days from receipt of a request by an O/A to obtain a short-term HAP contract under circumstances other than to avoid a lapse in contract term, the Contractor shall inform the Sub-COR via email providing documentation from the owner to substantiate the request.
- d. Upon approval from the Sub-COR the Contractor shall process a short-term HAP Contract renewal in accordance with the Renewal Guide.

HUD's recent data reflects that short-term contracts were completed 94 times in the Northeast Region; 24 times in the Southeast Region; 70 times in the Midwest Region; 41 times in the Southwest Region; and 51 times in the West Region.

Deliverables

A043 HAP Contract Expiration Notification

A044 Short-Term Renewal Notification

5.4.3 Support for Other HAP Contract Changes

Upon Sub-COR request, the Contractor shall assist the Government by providing needed assistance in the completion of processing services for other types of HAP Contract changes to include, but not limited to, *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:

- a. iREMS data entry support, when applicable.
- b. Obtaining tenant information to support PIH voucher conversion, if applicable.
- c. Maintain communication with the O/A throughout the process.

Historically, these activities occurred on an annual basis 50 times in the Northeast with an estimated annual processing time of 125 hours; 38 times in the Southeast with an estimated annual processing time of 95 hours; 35 times in the Midwest with an estimated annual processing time of 87.5 hours; 28 times in the Southwest with an estimated annual processing time of 70 hours; and 39 times in the West with an estimated annual processing time of 97.5 hours.

5.5 HAP Contract Opt-Outs and Terminations

A HAP Contract typically terminates because:

- a. The HAP Contract expires, and the owner chooses not to renew the expiring contract (opt-out); or
- b. The HAP Contract is terminated by HUD with or without a recommendation from the Contractor, based on a default by the Owner and a failure by the Owner to cure the default within the allotted timeframe.

The Contractor shall verify that an owner who intends to opt-out of a HAP Contract provided tenants and the Contractor 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 as described in the Renewal Guide. The Contractor shall retain a copy of this letter and forward a copy to the Sub-COR. In the event the owner submits a 120-day notification of intent to opt-out, the Contractor shall:

- a. Inform the Sub-COR by close of next business day after notice by the O/A that the owner has confirmed their intent to opt-out of the HAP Contract to allow HUD to explore preservation options with the owner;
- b. Reiterate options to owner for renewing HAP Contract and advantages of renewal as described in the Renewal Guide;

- c. Verify that the owner has complied with all notification requirements for the HAP contract and current law and HUD guidance on opt-outs;
- d. Enter the Opt-Out into iREMS no later 1 business days from receipt of 120-day notification.

Within 3 business days of notification by the Sub-COR of owner notice of opt-out or termination of the Section 8 program, the Contractor shall request the O/A to submit resident payment (family income and total tenant payment) and family unit size data (family size and composition, and size of unit currently occupied by family), using Form HUD 50059. This information is required for the purpose of obtaining Tenant Protection Vouchers (TPV) for eligible tenants. The Contractor shall forward Resident Payment and Family Unit Size Data to the COR via email within three business days of receipt from the O/A. In the event that the Contractor is unable to obtain the information from the O/A, the Contractor shall provide the tenant information on record to the Sub-COR no later than 3 business days of the request for Form HUD 50059 from the O/A.

The Contractor shall inform the O/A of their obligations to residents and HUD under the Section 8 Renewal Guide: Guidance for the Renewal of Project-Based Section 8 Contracts. The Sub-COR will provide the Contractor with the contact information for the entity providing tenant-based Vouchers. The Contractor shall provide that contact information to all eligible residents in occupancy at the time of owner opt-out or termination and facilitate the residents transition to tenant-based Vouchers.

Performance Standards

a) Standard: 100% of resident data is provided to the Sub-COR no later than 3 business days after receipt of information from the Sub-COR of termination or owner desire to opt-out of Section 8 program.

AQL: 95% Deviation from Standard

b) Standard: 100% of Opt-Out records are recorded into iREMS no later than 1 business day of receipt of 120-day notification.

AQL: 95% Deviation from Standard

c) Standard: 100% of HAP Contract Opt-Outs and Terminations are reviewed, processed and reported in 100% accordance with HUD timeframes, procedures and policies referenced within the PWS.

AQL: 95% Deviation from Standard

Deliverables

A045 1 Year Opt-Out Notification

A046 120-Day Opt-Out Notification

A047 Resident Payment and Family Unit Size Data

5.6 Tenant Health, Safety, and Other Tenant Concerns

The Contractor shall accept and record tenant concerns including but not limited to health, safety, and maintenance issues and follow-up with owners to ensure that owners take appropriate corrective action. The Contractor shall maintain a tracking system for recording and reporting concerns and inquiries and input this information in to iREMS no later than 1 business day of receipt of each tenant inquiry. HUD's most recent data reflect the following numbers for tenant concerns of Life Threatening vs. Non-Life Threatening: Northeast, 1172 Life Threatening/ 214 Non-Life-Threatening events; Southeast, 1048/147; Midwest, 1372/287; Southwest, 996/36; West, 704/91. The Contractor shall track the following data elements and provide the information to the COR through the Monthly Status Report (**C.5.9.1**).

Required data elements:

- a. Identifies type of concern- Life Threatening or Non-Life Threatening / Other Tenant Issue;
- b. Date and Time the call or correspondence was received by the Contractor;
- c. Property identification number such as: IREMS number or Contract Number;
- d. Property information- Name, address, phone number;
- e. O/A information- Name, address, phone number, and email address;
- f. Caller /Tenant Name;
- g. Caller/Tenant contact information (phone number, mailing address, email address (if applicable));
- h. Date, time, and method of O/A notification;
- i. Date and time concern was resolved and is closed;
- j. Nature of the concern- The Contractor must provide a detailed description of the concern(s) that are being raised.
- k. Actions Taken- The Contractor must provide a detailed accounting of the actions taken by the Contractor and O/A. The narrative must include details regarding all follow up contact that has taken place, including date, time, and method of follow up. In addition, a detailed accounting of proposed and then the actual corrective actions that have been taken by the O/A to address / mitigate the concern(s), including scheduled completion dates and actual completion dates.

In some cases, however, the Contractor staff shall not become actively involved in resolving a concern. The Contractor staff shall refrain from involvement in:

- a. disputes involving third parties;
- b. lawsuits involving residents and O/As;
- c. eviction matters;
- d. interpretations of local laws and ordinances; and,
- e. in cases where HUD staff have taken over the response.

Performance Standards

a) Standard: 100% of Tenant Health, Safety, and Other Tenant Concerns are reviewed, processed and reported in 100% accordance with HUD timeframes, procedures and policies referenced within the PWS.

AQL: Zero Deviation from Standard

5.6.1 Non-Life-Threatening / Other Tenants Concerns or Inquiries

The Contractor shall notify the O/A of non-life-threatening / other tenant concerns or inquiries no later than 1 business day of receipt of the tenant concern or inquiry. The Contractor shall direct the O/A to contact the tenant to clarify the nature of the issue. The Contractor shall direct the O/A to report the planned actions and scheduled completion date of corrective measures by the next business day. In addition, the Contractor shall:

- a. Notify tenant of O/A's planned corrective actions and scheduled completion date not later than one (1) business day after receipt of that information from the O/A;
- b. Contact O/A to verify completion of corrective actions no later than 1 business day following the scheduled completion date and notify the tenant of outcome;
- c. Monitor O/A's corrective action completion performance and keep the tenant informed of changes in corrective actions and/or scheduled completion dates until corrective actions are completed and verified by the tenant.
- d. Maintain tracking system for community and resident inquiries and complaints, Contractor responses, and corrective actions by O/A. Submit log to COR with Monthly Report.

Performance Standards

a) Standard: 100% of non-life-threatening / other tenant concerns; notify O/A within one business day of receipt of concern or inquiry or knowledge of issue, or before COB, whichever is sooner.

AQL: Zero Deviation from Standard

Deliverables

A048 Non-Life-Threatening / Other Tenant Concerns Log

5.6.2 Life-Threatening Tenant Concerns or Inquiries

During any business day, the Contractor shall respond, document and notify the O/A and the Sub-COR of life-threatening health and safety issues no later than one hour of receipt of complaint or inquiry or other knowledge of the issue, or before Close of Business (COB) (whichever is sooner). If the Contractor receives a call on a non-business day, the Contractor shall respond to the inquiry no later than one hour on the following business day. The Contractor shall contact the tenant no later than 24 hours of the tenant's inquiry to provide an update. Until final resolution of issue, the Contractor shall continue to provide follow-up information to the tenant daily. All action taken in response to life-threatening health and safety issues shall be documented by the Contractor. When responding to life-threatening health and safety issues, the Contractor shall:

- a. Follow-up with O/A on life-threatening health and safety issues and corrective actions needed;
- b. Provide O/A with timeframe to correct life-threatening health and safety issues;
- c. Monitor that the O/A takes appropriate steps to eliminate life-threatening health and safety issues;
- d. Notify the Sub-COR of O/A's failure to take or inadequate corrective action within one business day;
- e. Contractor shall provide the O/As corrective action documentations to the Sub-COR no later than 1 business day upon receipt for review prior to closing out the issue.
- f. Maintain tracking system for inquiries and complaints, Contractor responses, and corrective actions by O/A. Submit log to COR with Monthly Report.

Performance Standards

a) Standard: For life-threatening concerns; notify O/A and HUD within one business hour of receipt of concern or inquiry or knowledge of issue, or before Close of Business, whichever is sooner.

AQL: Zero Deviation from Standard

Deliverables

A049 Life-Threatening Issue Notification

A050 Life-Threatening Corrective Action Completion Notification for Review and Approval

A051 Life-Threatening Tenant Concerns Log

5.6.3 Occurrence of a Natural Disaster or other Catastrophic Event

At the direction of the Sub-COR, the Contractor shall perform email and/or telephonic outreach to designated projects in a locality after a natural disaster or other catastrophic event occurs. The Contractor shall follow instructions provided in HUD Handbook (HB) 4350.1 Chapter 38 for these occurrences. No later than 72 hours of the Sub-COR notifying the Contractor, the Contractor shall complete the Form A-3 Preliminary Assessment (located as an appendix to HB 4350.1 Chapter 38) for each project contact and submit to the Sub-COR the completed Form A-3s and a compilation of project status by damage code. In addition, upon direction of the Sub-COR within 72 hours, the Contractor shall complete Form A-4 Vacancy Utilization/Displaced Resident Report for vacant unit data for each project. The request for the completed Form A-4 may be daily or weekly immediately after the disaster event. Completing Form A-4 shall require the Contractor to perform email and/or telephonic outreach to assigned Multifamily projects in a specific geographic area to determine vacancy data. When responding to a natural disaster or other catastrophic event, the Contractor shall:

- a. Follow up with O/A(s) after a natural disaster or other catastrophic event;
- b. Complete Preliminary Assessment for each project and submit to the COR;
- c. Complete Vacancy Utilization/Displaced Resident Report for vacant unit data for each project as requested by the Sub-COR;
- d. Perform email and/or telephonic outreach to assigned Multifamily projects in a specific geographic area to determine vacancy data.

Last year, the requirement for A-3 by Region was Northeast, 32 projects (estimated); Midwest 32 projects; Southeast 619 projects; Southwest 3,103 projects; and West 1,767 projects. The requirement for A-4 basically follows the same request as A-3.

Performance Standards

a) Standard: 100% of Occurrence of a Natural Disaster or other Catastrophic Event are responded to no later than 72 hours of the Sub-COR notifying the Contractor.

AQL: Zero Deviation from Standard

Deliverables

A052 Form A-3 Preliminary Assessment

A053 Form A-4 Vacancy Utilization/Displaced Resident Report

5.7 Interaction with Groups and Inquiries

5.7.1 Responding to Outside Inquiries

If the Contractor receives an inquiry from an outside group, including but not limited to members of Congress or other elected officials, the media, advocacy groups, or resident organizations, the Contractor shall notify the COR of receipt and provide a written copy of the inquiry to the COR no later than one business day. Upon request of the COR, the Contractor shall gather information relevant to the inquiry and submit that information to the COR no later than 5 business days of the request. If necessary, the Contractor shall contact the O/A, tenant(s), or other

parties (but not the outside correspondent) regarding the inquiry to obtain additional information or resolution. The Contractor shall provide the COR with any additional information to allow HUD to respond to the inquiry.

Performance Standards

a) Standard: 100% of Outside Inquiries are brought to the attention of HUD no later than one business day of receipt. Any additional information required by HUD no later than 5 business days of the request.

AQL: Zero Deviation from Standard

Deliverables

A054 Copy of Outside Inquiry

A055 Data for Outside Inquiry

5.7.2 Relations with Resident Organizations

O/As are expected to recognize legitimate resident organizations that meet regularly, operate democratically, and are representative of all residents in the development. The Contractor shall monitor to ensure that the owner is in compliance with outstanding HUD resident organization requirements, including:

- a. O/As do not impede either residents' reasonable efforts to organize, or activities of resident organizations to reasonably represent resident interests (24 CFR, 245.105);
- b. O/As provide an accessible meeting space on the project's premises, if available, to allow legitimate resident associations to hold meetings. O/As may not unreasonably withhold the use of this space when it is requested by:
 - (1) a resident organization in connection with the representational functions of the organization;
 - (2) residents seeking to organize or to collectively consider any matter pertaining to the project's operation.

In projects where the HAP Contract *permits* a discretionary budget-based rent adjustments, O/As may not charge residents a fee for using such meeting rooms. For all other projects, residents/resident organizations may be assessed a fee for using these facilities if such a use fee is normally charged. The Contractor shall not approve fees for such facilities. The Contractor shall notify the COR via email no later than 3 business days of determination of O/A non-compliance with these requirements.

Performance Standards

a) Standard: 100% The Contractor shall monitor to ensure that the owner is in compliance with outstanding HUD resident organization requirements.

AQL: Zero Deviation from Standard

Deliverables

A056 Notification of Violation of Rights of Resident Organizations

5.8 HUD REAC EH&S Notification

When Exigent Health and Safety issues are found during a REAC inspection, REAC places a task in iREMS which is sent to the Contractor. The Contractor shall request by the next business day following iREMS notification that the O/A provide an *Owners Certification that All Exigent Health and Safety Items Have Been Corrected* form to the Contractor no later than three business days following iREMS notification. The Contractor shall input the

applicable information into iREMS no later than 1 business day of receipt of certification. If the certification form is not received within 3 business days, the Contractor shall notify the Sub-COR via email on the 3rd business day of iREMS notification. The Contractor shall input the applicable information into iREMS on the 3rd business day of iREMS notification. HUD's most recent data reflect that EH&S notifications occur annually in the Northeast 832 times; Southeast 558 times; Midwest 1115 times; Southwest 741 times; West 544 times.

Performance Standards

a) Standard: 100% of EH&S notifications are sent to the COR no later than 3 business days of iREMS notification, when no certification form is received from the O/A.

AQL: Zero Deviation from Standard

b) Standard: 100% of REAC EH&S notifications are reviewed, processed and reported in 100% accordance with HUD timeframes, procedures and policies referenced within the PWS.

AQL: Zero Deviation from Standard

Deliverables

A057 Lack of EH&S Certification Notification

A058 EH&S Data (via iREMS)

5.9 Project Management

The Contractor shall provide project management services as identified below.

5.9.1 Monthly Status Report and Ongoing Communication

(a) The Contractor shall submit a Monthly Status Report via email to the COR by the 10th business day of the month for the previous month's activities. The format for the Monthly Status Report will be provided by the COR. At a minimum, the Monthly Status Report shall contain a detailed description of:

- (1) Actual accomplishments for the month and year-to-date compared to the Management Plan and Project Schedule for the same period.
- (2) The contract activities from the previous month. Each report will include:
 - (a) a description of the work performed under each task;
 - (b) summary of deliverables;
 - (c) problems encountered or remaining from prior months;
 - (d) approach to resolve problems;
 - (e) activities for next month;
 - (f) breakdown of monthly expenditures by tasks and
 - (g) any other significant concerns or issues.
- (3) 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
- (4) Owner issues that required special attention due to such matters as, abatement actions, excessive tenant complaints, inquiries from governmental officials or the general public, etc.
- (5) Summary of Management and Occupancy Reviews
- (6) Summary of Vouchering and Special Claims
- (7) Summary of HAP Contract Rent Adjustments

- (8) Summary of RCS’
- (9) Summary of HAP Contract Renewals
- (10) Summary of HAP Contract Opt-outs and Terminations
- (11) Summary of Health, Safety and Other Concerns
- (12) Summary of HUD REAC EH&S Notifications
- (13) Relevant Staff training and Certifications
- (14) Meetings and attendance to industry conferences
- (15) Pending issues
- (16) Unresolved discrepancies outstanding over 60 days
- (17) Occurrences of Gross Rent Increase/Utility Allowance Changes not requested within 90 days
- (18) Hot Topics, i.e.,
 - (a) natural disasters
 - (b) displaced tenants
 - (c) emergencies at the project
 - (d) late Vouchering, 60 days past due or more
 - (e) excess tenant calls on a project
 - (f) open MORs for more than 60 days from scheduled owner response
 - (g) late contract renewals and rent adjustments, including utility analysis

(b) The Contractor shall also participate in regular conference calls with the COR and other HUD staff, as appropriate, to discuss the progress of the study and address any issues or challenges that may have arisen over the duration of the contract.

Performance Standards

a) Standard: 100% of the Contractor’s Monthly Status Report shall be submitted via email to the COR by the 10th business day of the month for the previous month’s activities.

AQL: 95% Deviation from Standard

Deliverables

A059 Monthly Status Report

5.9.2 Quarterly Risk Report

The Contractor shall submit a Quarterly Risk Report via email to the COR by the 10th business day of each quarter for the previous quarter’s activities. The format for the Quarterly Risk Report will be provided by the COR. At a minimum, the Quarterly Risk Report shall contain a detailed description of:

- a. Projects with excess vacant Covered Units, including any explanation or plans by the O/A to achieve higher occupancy;
- b. MORs with open findings, including the nature of those findings and any updates;
- c. MORs scoring Below Average or Unsatisfactory, including a discussion of why the project received that score;
- d. Projects that have not submitted an approved Voucher for two or more months, including a discussion of causes and issues;
- e. A count of Tenant Health & Safety inquiries received and responded to, including a discussion on issues unresolved for greater than 15 days and any similar issues.

Performance Standards

a) Standard: 100% of the Contractor’s Quarterly Risk Report shall be submitted via email to the COR by the 10th business day of each quarter for the previous quarter’s activities.

AQL: 95% Deviation from Standard

Deliverables

A060 Quarterly Risk Report

5.9.3 Ad Hoc Reports

The Contractor shall provide ad hoc reports using a file type accessible by both HUD and Contractor upon written requests by COR. These requests may include one-time requests outside of normal reporting requirements to address specific business questions related to, but are not limited to, vacancy information requests, data collection for excessive tenant concerns/complaints, Payment Integrity Information Act (PIIA) information, and project outreach exercises. No more than eight ad hoc reports will be requested per year with an estimated annual processing time of 64 hours.

Performance Standards

a) Standard: 100% of the Contractor's ad hoc reports shall be submitted via email to the COR within 5 business days from request by the COR.

AQL: 95% Deviation from Standard

Deliverables

A061 Ad Hoc Report

5.9.4 Contingency Plan and Notification of Incidents

5.9.4.1 Contingency Plan

The Contractor shall submit to the COR via email a Preliminary Contingency Plan no later than 5 business days of contract award that details how the Contractor will continue to perform all tasks within this PWS in the event of various adverse situations that may arise, e.g., fire, flood, Act of God, epidemics or pandemics, quarantine restrictions, unusual severe weather or other events that disrupts the Contractor's operations. The Contractor must provide for a plan of Continuity of Operations to be in place upon the Final Contingency Plan approval. No later than 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 for review and approval.

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

- a. Subcontractor default;
- b. Recovery from a serious natural disaster that affects the Contractor's ongoing operations;
- c. A strategy for fielding a high volume of issues arising as a result of a natural disaster affecting multiple projects/tenants simultaneously;
- d. Incident Response Staff: The names, titles, incident response authority and responsibilities, and contact information for those staff primarily responsible for responding to adverse situations;
- e. Communication Back-up Plans and Systems:
 - (1) Workplace flexibilities and telework;

- (2) Procedures that address how the Contractor shall provide for any flow down requirements to any subcontractor in the event of an adverse situation;
- (3) Procedures and methods of notifying and updating owners, and tenants regarding changes in service procedures and the resumption of routine operations;
- (4) 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.
- f. 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.
- g. Information Technology (IT) Back-up Plans and Systems: Procedures to maintain IT staff support and ensure operability, data protection and system security.
- h. Preparedness: Plan to provide annual training for employees and, if applicable, subcontractor employees, and annual testing of back-up plans and systems.

No later than 60 days after the exercise of each option period, the Contractor shall review the Contingency Plan and determine if any changes are needed and submit a revised plan or submit a memorandum via email to the COR that the Contingency Plan is accurate, current, and complete and no changes are required. The revised plan or a memorandum that no changes are required shall be submitted within 5 days of determination.

5.9.4.2 Notifications of Incidents

The Contractor shall notify the COR via email no later than two business hours after notification of any incident that disrupts the Contractor's performance under the contract and shall provide an update no later than 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. The Contractor shall address any guidance provided by any Government Agency in response to an adverse situation and communicate to the COR of its ability to fulfill such guidance.

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 no later than two business hours of determination.

Performance Standards

a) Standard: 100% of the Contractor Contingency Plans shall be submitted to the COR via email a Preliminary no later than 5 business days of contract award that details how the Contractor will continue to perform all tasks within this PWS in the event of various adverse situations that may arise, e.g. fire, flood, Act of God or other events that disrupts the Contractor's operations. No later than 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 for review and approval.

AQL: Zero Deviation from Standard

b) Standard: 100% of any incident that disrupts the Contractor's performance under the contract shall have a notification sent to the COR via email no later than two business hours after any incident and shall provide an update no later than one (1) business day following such incident even if normal operations have resumed.
AQL: Zero Deviation from Standard

Deliverables

A062 Preliminary Contingency Plan
A063 Final Contingency Plan
A064 Revised Contingency Plan or Contingency Plan Memorandum
A065 Incident Notification
A066 Incident Update
A067 Notification of Determination

5.9.5 Management Plan with Project Schedule

The Contractor shall be required to attend a postaward conference. The conference will be conducted in-person or video conferencing no later than ten (10) business days after contract award.

The Contractor shall be required to brief the Management Plan and Project Schedule that was submitted with the Contractor's proposal at the postaward conference. The Contractor shall submit a revised Final Management Plan and Project Schedule, incorporating HUD's comments to the COR and CO no later than 10 business days after the postaward conference for review and approval.

Management Plan

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

The Final Management Plan shall identify and demonstrate the following:

- a. Key personnel names, 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. Successful communication and coordination between the Contractor and the government personnel/roles;
- d. 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.

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. Specifically:

- a. Describe its month-by-month work plan to fully perform all tasks during the next twelve months of operation;
- b. Identify the processes required to perform each task and the principal point of contact, by name and title,

responsible for managing each process.

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.

No later than 60 days after 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.

Performance Standards

a) Standard: 100% of the time the Contractor shall be required to brief the COR about the Management Plan and the Project Schedule that was submitted with the Contractor's proposal at the postaward conference. The Contractor shall submit a revised Final Management Plan and Project Schedule to the COR no later than 10 business days after the postaward conference for review and approval.

AQL: Zero Deviation from Standard

b) Standard: 100% of 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.

AQL: Zero Deviation from Standard

Deliverables

A068 Final Management Plan / Project Schedule

A069 Management Plan /Project Modifications / Changes

A070 Revised Management Plan/Project Schedule or Management Plan/Project Schedule Letter

5.10 Transition-In

5.10.1 PRE-RAMP UP

Transition-In shall be for 120 days or less. The new Contractor shall have sufficient personnel on board during the Transition-In period to facilitate 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.

HUD will transfer responsibility for projects to the Contractor as outlined in HUD's Transition Guide (which HUD will provide the Contractor by the beginning of the Transition-In period).

By following the Transition Guide, the Contractor shall obtain access to appropriate HUD systems for performing the tasks in this PWS for all personnel who require access to the systems to perform their duties in accordance with HUDAR 2452.239-70 ACCESS TO HUD SYSTEMS (APRIL 2019) in Section I. **The Contractor shall submit forms and information required in HUDAR 2452.239-70 to the COR no later than ten (10) business days after contract award and as secure as possible.** 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 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 period according to the Transition Guide, including but not limited to: attending postaward 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 postaward meeting and continuing throughout the transition-in period, as per the Transition Guide, the Contractor shall communicate with the incumbent Contractor/HUD to facilitate a smooth transition of responsibility of tasks. This communication shall include, but is not limited to, obtaining information regarding any projects 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.

Deliverables

A071 Forms and Information Required in HUDAR 2452.239-70

5.10.2 RAMP UP

HUD will begin assigning projects to the Contractor through the iREMS system on the 61st day of the transition-in period, according to the Transition Guide. The Contractor shall be responsible for performing tasks for these projects immediately upon assignment of the asset. HUD will continue to assign projects to the Contractor throughout the balance of the transition-in period and afterwards, so the Contractor is reminded to monitor their assignment projects daily.

5.11 Transition-Out

The Government may unilaterally exercise the Transition-Out optional line Item during any performance period by written notice to the Contractor within **15** days prior to the effective date of the Transition-Out period. The transition-out option shall cover a period of 120 days or less..

The contractor shall perform contract services specified in the PWS and at the prices listed in Section B for the performance period prices in effect when the Transition-Out option is exercised.

The Contractor shall provide an orderly transition of work. The Contractor shall communicate with the subsequent Contractor to facilitate a smooth transition of responsibility of tasks. This communication shall include, but is not limited to, presenting information regarding any projects 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.

Ramp Down

The contractor shall start a ramp down of contract services on or before the 61st day after the transition out option is exercised in accordance with the transition out notification issued by the Government.

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 entire Transition-Out period. The incumbent Contractor shall facilitate a smooth transition with the successor Contractor during the Transition-Out period, prior to completion of contractual performance. The Contractor shall provide an orderly transition of work acceptance and accomplishment. The Contractor shall communicate with the subsequent Contractor to facilitate a smooth transition of responsibility of tasks. This communication shall include, but is not limited to, presenting information regarding any projects 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.

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6.0 Deliverables

The Contractor shall complete all work and submit all deliverables as specified herein. The Government reserves the right to make changes to delivery dates.

PWS Task No	Number	Name	Frequency	Quantity	Due
5.1.1	A001	MOR Completion Plan	As Required	1	
5.1.4	A002	100% File Audit Recommendation	As Required	1	
5.1.5	A003	MOR Report	As Required	1	
5.1.6	A004	Corrective Action Plan	As Required	1	
5.1.6	A005	MOR Report – O/A Response	As Required	1	
5.1.7	A006	Copy of Letter to the O/A Regarding Appeal Process	As Required	1	
5.1.8	A007	Documentation for Appeal	As Required	1	
5.1.9	A008	Notification of Nonresponsive O/A	As Required	1	
5.1.9.1	A009	MOR Report – Response to Sub-COR	As Required	1	
5.2.2	A010	HAP Voucher Submissions	Monthly	1	
5.2.5	A011	Gross Rent Increase/Utility Allowance Changes Notification That Have Not Been Implemented By The Owner	As Required	1	
5.2.6	A012	O/A Package of Special Claims for Damage	As Required	1	
5.2.7	A013	Special Claims (via TRACS)	No less than once a month	1	
5.2.9	A014	Copies of Approved Special Claims / Supporting Documentation	Upon Request	1	
5.3.1	A015	Budget Based Rent Increase Proposal	As Required	1	
5.3.1	A016	Reserve for Replacement Analysis and Recommendation	As Required	1	
5.3.1	A017	Rent Schedule for Execution	As Required	1	
5.3.1	A018	Rent Schedule Fully Executed	As Required	1	
5.3.2	A019	Reserve for Replacement Analysis and Recommendation (AAF)	As Required	1	
5.3.2	A020	Rent Schedule for Execution (AAF)	As Required	1	
5.3.2	A021	Rent Schedule Fully Executed (AAF)	As Required	1	
5.3.3	A022	Reserve for Replacement Analysis and Recommendation (OCAF)	As Required	1	
5.3.3	A023	Proposed Rent Adjustment (OCAF)	As Required	1	
5.3.3	A024	Rent Schedule for Execution (OCAF)	As Required	1	
5.3.3	A025	Rent Schedule Fully Executed (OCAF)	As Required	1	
5.3.4	A026	Recommendation - O/A Request/Appeal	As Required	1	

SECTION C- PERFORMANCE WORK STATEMENT
Multi-Family Housing

HAP CONTRACT SUPPORT SERVICES
86614622R00001

PWS Task No	Number	Name	Frequency	Quantity	Due
5.3.4	A027	Rent Schedule for Execution (Appeals)	As Required	1	
5.3.4	A028	Rent Schedule Fully Executed (Appeals)	As Required	1	
5.3.4	A029	Appeal Documentation	As Required	1	
5.3.5	A030	Tenant Comments	As Required	1	
5.3.5	A031	Rent Schedule for Execution (Utility Allowance)	As Required	1	
5.3.5	A032	UA Analysis / Supporting Documentation	As Required	1	
5.3.6	A033	Request for HUD Commissioned RCS	As Required	1	
5.3.6	A034	HUD-Commissioned Study Cancellation Notice	As Required	1	
5.3.6	A035	Substantiative Review Results	As Required	1	
5.3.6	A036	Decision Letter	As Required	1	
5.3.6	A037	RCS/Reviews/Supporting Documentation	As Required	1	
5.4.1	A038	One Year Tenant Notification Letter	As Required	1	
5.4.1	A039	Notification for HUD Commissioned RCS	As Required	1	
5.4.1	A040	Reserve for Replacement Analysis and Recommendation (Long Term Renewal)	As Required	1	
5.4.1	A041	Funding Request	As Required	1	
5.4.1	A042	Owner Executed HAP Contract	As Required	1	
5.4.2	A043	HAP Contract Expiration Notification	As Required	1	
5.4.2	A044	Short-Term Renewal Notification	As Required	1	
5.5	A045	1 Year Opt-Out Notification	As Required	1	
5.5	A046	120-Day Opt-Out Notification	As Required	1	
5.5	A047	Resident Payment and Family Unit Size Data	As Required	1	
5.6.1	A048	Non-Life-Threatening / Other Tenant Concerns Log	Monthly	1	
5.6.2	A049	Life-Threatening Issue Notification	As Required	1	
5.6.2	A050	Life-Threatening Corrective Action Completion Notification for Review and Approval	As Required	1	
5.6.2	A051	Life-Threatening Tenant Concerns / Inquires Log	Monthly	1	
5.6.3	A052	Form A-3 Preliminary Assessment	As Required	1	
5.6.3	A053	Form A-4 Vacancy Utilization/Displaced Resident Report	As Required	1	
5.7.1	A054	Copy of Outside Inquiry	As Required	1	
5.7.1	A055	Data for Outside Inquiry	As Required	1	

PWS Task No	Number	Name	Frequency	Quantity	Due
5.7.2	A056	Notification of Violation of Rights of Resident Organizations	As Required	1	
5.8	A057	Lack of EH&S Certification Notification	As Required	1	
5.8	A058	EH&S Data (via iREMS)	As Required	1	
5.9.1	A059	Monthly Status Report	Monthly	1	
5.9.2	A060	Quarterly Risk Report	Quarterly	4	
5.9.3	A061	Ad Hoc Report	As Required	1	
5.9.4.1	A062	Preliminary Contingency Plan	Once	1	
5.9.4.1	A063	Final Contingency Plan	Once	1	
5.9.4.1	A067	Revised Contingency Plan or Contingency Plan Memorandum	Annually	1	
5.9.4.2	A064	Incident Notification	As Required	1	
5.9.4.2	A065	Incident Update	As Required	1	
5.9.4.2	A066	Notification of Determination	As Required	1	
5.9.5	A068	Final Management Plan / Project Schedule	Once	1	
5.9.5	A069	Management Plan/Project Schedule Modifications Changes	As Required	1	
5.9.5	A070	Revised Management Plan/Project Schedule or Management Plan/Project Schedule Letter	Annually	1	
5.9.1	A071	Forms and Information Required in HUDAR 2452.239-70	As Required		
6.1	A072	Preliminary Quality Control Plan	Once	1	
6.1	A073	Final Quality Control Plan	Once	1	
6.1	A074	Proposed Quality Control Plan Changes	As Required	1	
6.1	A075	Revised Quality Control Plan	As Required	1	

6.1 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-recurrence of defective services in a Quality Control Plan (QCP). The Contractor's QCP is how it assures that its work complies with the requirements of the contract. The Contractor shall provide the associated QCP to the Government as directed. The Contractor shall submit to the COR via email a Preliminary QCP within 5 business days after contract award.

The Preliminary 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 Preliminary 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 Preliminary QCP shall describe an approach to subcontractor management that makes clear the contractual and reporting relationships of all subcontractors. The Preliminary QCP shall include an organizational chart which reflects the independence of the Quality Control function.

No later than 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 for review and approval.

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."

Performance Standards

- a) Standard: 100% the Contractor Preliminary (QCP) shall be submitted to the COR via email no later than 5 business days of contract award that details how the Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. AQL: Zero Deviation from Standard
- b) Standard: 100% the Contractor shall submit to the COR a Final QCP via email no later than 10 business days from receiving feedback from the COR.
AQL: Zero Deviation from Standard
- c) Standard: 100% the Contractor shall provide the COR any modifications/changes to the QCP for review and approval 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.
AQL: Zero Deviation from Standard
- d) Standard: 100% of Quality Control Plans are reviewed, submitted and followed in 100% accordance with HUD timeframes, procedures and policies referenced within the PWS.
AQL: Zero Deviation from Standard

Deliverables

- A071 Preliminary Quality Control Plan
- A072 Final Quality Control Plan
- A073 Proposed Quality Control Plan Changes
- A074 Quality Control Plan Revision

6.2 Acceptance Criteria

Acceptance of all deliverables shall be as outlined in the PWS and Final Management Work Plan

7.0 Performance Requirements Summary

The Performance Requirement Summary (PRS) chart attached to this PWS lists the contract's primary requirements, the associated performance standards, the expected target performance and the methods of surveillance. While several contract requirements are not listed, 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 (QASP) to be used to provide contract oversight. In conjunction with the Contractor's QCP and various other methods of assessing performance, the COR will 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. On a monthly basis, the COR will evaluate the quality of the product or services. These performance

standards will be fully enforceable starting 60 days from date of contract award.

Performance Requirements Summary

Statements	Standards/AQLs	Incentive/Remedy
5.1.1 Plan and Prioritize Reviews	a) Standard: 100% Contractor shall complete a prioritized Plan for MOR completion in accordance with HUD's guidelines. AQL: 5% Deviation from Standard	a) For any deviation over the stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction
5.1.2 Schedule On-site Reviews	a) Standard: 100% MOR scheduling dates are entered into iREMS. AQL: 5% Deviation from Standard	a) For any deviation over the stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction
5.1.3 Complete Desk Review	a) Standard: 100% Desk Review is completed per HUD guidance. AQL: 5% Deviation from Standard	a) For any deviation over the stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction
5.1.4 Conduct On-Site Review	a) Standard: 100% of MOR Reviews are completed per HUD guidance. AQL: 5% Deviation from Standard	a) For any deviation over the stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction
5.1.5. Complete MOR Report	a) Standard: 100% MORs conducted and reported in accordance with HUD timeframes, procedures, and policies referenced within the PWS. AQL: 5% Deviation from Standard	a) For any deviation over the stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction
5.1.6. Complete Follow Up Actions	a) Standard: 100% of MOR with deficiencies are addressed within HUD timeframes, procedures, and policies. AQL: 5% Deviation from Standard	a) For any deviation over the stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction
5.1.7 Reviews of O/A's	a) Standard: 100% Contractor	a) For any deviation over the

Response and Additional Information	shall submit appeal language to O/A within 45 days of receipt of additional information for all MORs, if applicable. AQL: 5% Deviation from Standard	stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction
5.1.8 O/A Appeals	a) Standard: 100% MOR Appeal documentation sent within 5 days of request. AQL: 5% Deviation from Standard b) Standard: 100% Contractor shall close MOR, if applicable. AQL: 5% Deviation from Standard	a) For any deviation over the stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction b) For any deviation over the stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction
5.1.9 Actions to be taken for a nonresponsive O/A	a) Standard: 100% Contractor shall follow-up within timeframes for O/A response to MOR. AQL: 5% Deviation from Standard b) Standard: 100% Contractor shall notify sub-COR at expiration of timeframes of O/A's nonresponse. AQL: 5% Deviation from Standard	a) For any deviation over the stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction b) For any deviation over the stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction
5.1.10 Closing Reviews	a) Standard: 100% MORs and O/A responses, when applicable, are sent to sub-COR for approval. AQL: 5% Deviation from Standard b) Standard: 100% Contractor shall provide O/A with MOR closure. AQL: 5% Deviation from Standard	a) For any deviation over the stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction b) For any deviation over the stated AQL, a reduction in cost of 1% of the CLIN price (monthly invoice) for the particular task. For example: 0-5% deviation – 0% deduction >5% deviation – 1% deduction

5.2.2 Voucher Review	a) Standard: 100% of Vouchers are reviewed and transmitted to HUD no later than 15 days of receipt or by the 25th of the month, whichever is later. AQL: Zero Deviation from Standard	a) For any deviation over the stated AQL, a corresponding percentage deduction will be taken from the associated CLIN price (i.e. a 3% deviation from standard will result in a 3% deduction).
5.2.5 Rent and/or Utility Allowance Changes	a) Standard: 100% of Vouchers are reviewed to verify that rent and/or utility allowance change(s) were incorporated accurately no later than 45 days of receiving Rent Schedule. AQL: Zero Deviation from Standard	a) For any deviation over the stated AQL, a corresponding percentage deduction will be taken from the associated CLIN price (i.e. a 6% deviation from standard will result in a 6% deduction).
5.2.6 Special Claims Review, Approval, Rejection, or Adjustment	a) Standard: 100% of Special Claims received will be reviewed, approved, rejected or adjusted no later than 30 days of receipt of package. AQL: Zero Deviation from Standard	a) For any deviation over the stated AQL, a corresponding percentage deduction will be taken from the associated CLIN price (i.e. a 3% deviation from standard will result in a 3% deduction).
5.3 Adjust HAP Contract Rents	a) Standard: 100% of rent adjustment requests, and utility analysis if required, are processed in accordance with HUD guidance, timeframes, procedures and policies referenced within the PWS, no later than thirty (30) days of receipt. AQL: 95% Deviation from Standard	a) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late, falls below AQL.
5.4 HAP Contract Renewals	a) Standard: 100% of HAP Contract renewals are processed in accordance with HUD guidance, timeframes, procedures and policies referenced within the PWS and sent to the owner no later than 60 days of owner renewal request. AQL: 95% Deviation from Standard	a) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late, falls below AQL.
5.5 HAP Contract Opt-Outs and Terminations	a) Standard: 100% of resident data is provided to the Sub-COR no later than 3 business days after receipt of information from the Sub-COR of termination or owner desire to opt-out of Section 8 program.	a) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late, falls below AQL.

	<p>AQL: 95% Deviation from Standard</p> <p>b) Standard: 100% of Opt-Out records are recorded into iREMS no later than 1 business day of receipt of 120-day notification.</p> <p>AQL: 95% Deviation from Standard</p> <p>c) Standard: 100% of HAP Contract Opt-Outs and Terminations are reviewed, processed and reported in 100% accordance with HUD timeframes, procedures and policies referenced within the PWS.</p> <p>AQL: 95% Deviation from Standard</p>	<p>b) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late, falls below AQL.</p> <p>c) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late, falls below AQL.</p>
5.6 Tenant Health, Safety, and Other Tenant Concerns	<p>a) Standard: 100% of Tenant Health, Safety, and Other Tenant Concerns are reviewed, processed and reported in 100% accordance with HUD timeframes, procedures and policies referenced within the PWS.</p> <p>AQL: Zero Deviation from Standard</p>	<p>a) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late, falls below AQL.</p>
5.6.1 Non-Life-Threatening / Other Tenants Concerns or Inquiries	<p>a) Standard: 100% of non-life-threatening / other tenant concerns; notify O/A within one business day of receipt of concern or inquiry or knowledge of issue, or before COB, whichever is sooner.</p> <p>AQL: Zero Deviation from Standard</p>	<p>a) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late.</p>
5.6.2 Life-Threatening Tenant Concerns or Inquiries	<p>a) Standard: For life-threatening concerns; notify O/A and HUD within one business hour of receipt of concern or inquiry or knowledge of issue, or before Close of Business, whichever is sooner.</p> <p>AQL: Zero Deviation from Standard</p>	<p>a) 2% deduction from associated CLIN price for each incident of non-compliance with performance standard.</p>
5.6.3 Occurrence of a Natural Disaster or other Catastrophic	<p>a) Standard: 100% of Occurrence of a Natural Disaster</p>	

Event	or other Catastrophic Event are responded to no later than 72 hours of the Sub-COR notifying the Contractor. AQL: Zero Deviation from Standard	
5.7.1 Responding to Outside Inquiries	a) Standard: 100% of Outside Inquiries are brought to the attention of HUD no later than one business day of receipt. Any additional information required by HUD no later than 5 business days of the request. AQL: Zero Deviation from Standard	
5.7.2 Relations with Resident Organizations	a) Standard: 100% The Contractor shall monitor to ensure that the owner is in compliance with outstanding HUD resident organization requirements. AQL: Zero Deviation from Standard	
5.8 HUD REAC EH&S Notification	a) Standard: 100% of EH&S notifications are sent to the COR no later than 3 business days of iREMS notification, when no certification form is received from the O/A. AQL: Zero Deviation from Standard b) Standard: 100% of REAC EH&S notifications are reviewed, processed and reported in 100% accordance with HUD timeframes, procedures and policies referenced within the PWS. AQL: Zero Deviation from Standard	a) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late, falls below AQL.
5.9.1 Monthly Status Report	a) Standard: 100% of the Contractor's Monthly Status Report shall be submitted via email to the COR by the 10th business day of the month for the previous month's activities. AQL: 95% Deviation from Standard	a) For any deviation over the stated AQL, a corresponding percentage deduction will be taken from the associated monthly CLIN price for any late reports. 5% is the max deduction. For example: 0-1 day late – 0% deduction 2 days late – 2% deduction 3 days late – 3% deduction

		4 days late – 4% deduction 5 days late – 5% deduction
5.9.2 Quarterly Risk Report	a) Standard: 100% of the Contractor’s Quarterly Risk Report shall be submitted via email to the COR by the 10th business day of each quarter for the previous quarter’s activities. AQL: 95% Deviation from Standard	a) For any deviation over the stated AQL, a corresponding percentage deduction will be taken from the associated monthly CLIN price for any late reports. 5% is the max deduction. For example: 0-1 day late – 0% deduction 2 days late – 2% deduction 3 days late – 3% deduction 4 days late – 4% deduction 5 days late – 5% deduction
5.9.3 Ad Hoc Reports	a) Standard: 100% of the Contractor’s ad hoc reports shall be submitted via email to the COR within 5 business days from request by the COR. AQL: 95% Deviation from Standard	a) For any deviation over the stated AQL, a corresponding percentage deduction will be taken from the associated monthly CLIN price for any late reports. 5% is the max deduction. For example: 0-1 day late – 0% deduction 2 days late – 2% deduction 3 days late – 3% deduction 4 days late – 4% deduction 5 days late – 5% deduction
5.9.4.1 Contingency Plan	a) Standard: 100% of the Contractor Contingency Plans shall be submitted to the COR via email a Preliminary no later than 5 business days of contract award that details how the Contractor will continue to perform all tasks within this PWS in the event of various adverse situations that may arise, e.g. fire, flood, Act of God or other events that disrupts the Contractor’s operations. No later than 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 for review and approval. AQL: Zero Deviation from Standard	a) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable falls below AQL. b) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late. 5 days late – 5% deduction.
5.9.4.2 Notifications of	b) Standard: 100% of any	

Incidents	<p>incident that disrupts the Contractor's performance under the contract shall have a notification sent to the COR via email no later than two business hours after any incident and shall provide an update no later than one (1) business day following such incident even if normal operations have resumed.</p> <p>AQL: Zero Deviation from Standard</p>	
5.9.5 Management Plan and Project Schedule	<p>a) Standard: 100% of the time the Contractor shall be required to brief the COR about the Management Plan and the Project Schedule that was submitted with the Contractor's proposal at the postaward conference. The Contractor shall submit a revised Final Management Plan and Project Schedule to the COR no later than 10 business days after the postaward conference for review and approval.</p> <p>AQL: Zero Deviation from Standard</p> <p>b) Standard: 100% of 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.</p> <p>AQL: Zero Deviation from Standard</p>	<p>a) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late.</p> <p>b) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late.</p>
6.1 Quality Control Plan	<p>a) Standard: 100% the Contractor Preliminary (QCP) shall be submitted to the COR via email no later than 5 business days of contract award that details how the Contractor shall develop and implement procedures to identify, prevent,</p>	<p>a) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late. 5 days late – 5% deduction</p> <p>b) A reduction in cost of 1%</p>

	<p>and ensure non-recurrence of defective services. AQL: Zero Deviation from Standard</p> <p>b) Standard: 100% the Contractor shall submit to the COR a Final QCP via email no later than 10 business days from receiving feedback from the COR. AQL: Zero Deviation from Standard</p> <p>c) Standard: 100% the Contractor shall provide the COR any modifications / changes to the QCP for review and approval 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. AQL: Zero Deviation from Standard</p> <p>d) Standard: 100% of Quality Control Plans are reviewed, submitted and followed in 100% accordance with HUD timeframes, procedures and policies referenced within the PWS. AQL: Zero Deviation from Standard</p>	<p>of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late.</p> <p>c) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late.</p> <p>d) A reduction in cost of 1% of the CLIN price (invoice) for the particular task per day for each day the deliverable is deemed late, falls below AQL.</p>
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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 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 (DEVIATION 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 - DELIVERES 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):

[FAR | Acquisition.GOV](https://www.hud.gov/program_offices/cpo/hudar)
https://www.hud.gov/program_offices/cpo/hudar

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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

(a) Base: 12 months

	Period of Performance	Contract Line Item (CLIN)
Base Year	TBD to TBD	CLINs 0001-0009 and Transition-In CLIN 0046

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

There are four 12-month option periods that may be exercised as follows:

	Period of Performance	Contract Line Item (CLIN)
Option Period 1	TBD to TBD	CLINs 0010 - 0018
Option Period 2	TBD to TBD	CLINs 0019 – 0027
Option Period 3	TBD to TBD	CLINs 0028 – 0036
Option Period 4	TBD to TBD	CLINs 0037 – 0045
Optional Task – Transition-Out	See G.13	CLIN 0047

(c) 52.217-8 Option to Extend Services

Option for 1 to 6 months

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) will be made upon completion and acceptance of all work unless a partial payment schedule is included below.

CLIN	Description	Deliverable ⁽⁸⁾	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
	Housing Assistance Payments (HAP) Contract Support Services (HAPSS) Region (inserted upon award) Sub-Region (inserted upon award)					
0001 (FP-FUR)	Management and Occupancy Reviews (C.5.1)					\$0.00
0001AA (FP-FUR)	<u>Plan to Completion of MOR Report (C.5.1.1 to C.5.1.5)</u> 5.1.1 Plan and Prioritize Reviews 5.1.2 Schedule On-site Reviews 5.1.3 Complete Desk Review 5.1.4 Conduct On-Site Review 5.1.5 Complete MOR Report	5.1.1 A001 MOR Completion Plan 5.1.4 A002 100% File Audit Recommendation 5.1.5 A003 MOR Report	1	EA	\$0.00	\$0.00
0001AB (FP-FUR)	<u>Follow Up, Appeals and Closing Reviews (C.5.1.6 to C.5.1.10)</u> 5.1.6 Complete Follow Up Actions 5.1.7 Reviews of O/A's Response and Additional Information 5.1.8 O/A Appeals 5.1.9 Actions to be taken for a Nonresponsive O/A 5.1.10 Closing Reviews	5.1.6 A005 MOR Report – O/A Response 5.1.7 A006 Copy of Letter to the O/A Regarding Appeal Process 5.1.8 A007 Documentation for Appeal 5.1.9 A008 Notification of Nonresponsive O/A 5.1.9.1 A009 MOR Report – Response to Sub-COR			\$0.00	\$0.00
0002 (FP-FUR)	Monthly HAP Vouchers and Special Claims Processing (C.5.2)					\$0.00
0002AA (FP-FUR)	<u>Voucher Processing (C.5.2.1 – C.5.2.5)</u> 5.2.1 Voucher Submission 5.2.2 Voucher Review 5.2.3 Voucher Review Requirements 5.2.4 Discrepancy Notification and Resolution 5.2.5 Rent and/or Utility Allowance Changes	5.2.2 A010 HAP Voucher Submissions 5.2.5 A011 Gross Rent Increase/Utility Allowance Changes Notification That Have Not Been Implemented By The Owner		EA	\$0.00	\$0.00

SECTION G – CONTRACT ADMINISTRATION DATA
Multi-Family Housing

HAP CONTRACT SUPPORT SERVICES
86614622R00001

CLIN	Description	Deliverable ⁽⁸⁾	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
0002AB (FP-FUR)	<u>Special Claim Processing</u> (C.5.2.6 – C.5.2.9) 5.2.6 Special Claims Review, Approval, Rejection, or Adjustment 5.2.7 Special Claims Log 5.2.8 Denied or Reduced Special Claims 5.2.9 Retaining Copies of Special Claims	5.2.6 A012 O/A Package of Special Claims for Damage 5.2.7 A013 Special Claims (via TRACS) 5.2.9 A014 Copies of Approved Special Claims / Supporting Documentation		EA	\$0.00	\$0.00
0003 (FP-FUR)	Adjust HAP Contract Rents (C.5.3.1 – C.5.3.6) 5.3.1 Budget-Based Rent Adjustments 5.3.2 Annual Adjustment Factors (AAF) 5.3.3 Operating Cost Adjustment Factor (OCAF) 5.3.4 Process Rent Appeals to Adjust HAP Contract Rents 5.3.4.1 First Level Review 5.3.4.2 Appeal 5.3.5 Analyze Owner's Utility Allowance Analysis 5.3.6 Review Rent Comparability Studies	5.3.1 A015 Budget Based Rent Increase Proposal 5.3.1 A016 Reserve for Replacement Analysis and Recommendation 5.3.1 A017 Rent Schedule for Execution 5.3.1 A018 Rent Schedule Fully Executed 5.3.2 A019 Reserve for Replacement Analysis and Recommendation (AAF) 5.3.2 A020 Rent Schedule for Execution (AAF) 5.3.2 A021 Rent Schedule Fully Executed (AAF) 5.3.3 A022 Reserve for Replacement Analysis and Recommendation (OCAF) 5.3.3 A023 Proposed Rent Adjustment (OCAF) 5.3.3 A024 Rent Schedule for Execution (OCAF) 5.3.3 A025 Rent Schedule Fully Executed (OCAF) 5.3.4 A026 Recommendation - O/A Request/Appeal 5.3.4 A027 Rent Schedule for Execution (Appeals) 5.3.4 A028 Rent Schedule Fully Executed (Appeals) 5.3.4 A029 Appeal Documentation 5.3.5 A030 Tenant Comments 5.3.5 A031 Rent Schedule for Execution (Utility Allowance) 5.3.5 A032 UA Analysis / Supporting Documentation 5.3.6 A033 Request for HUD Commissioned RCS		EA	\$0.00	\$0.00

SECTION G – CONTRACT ADMINISTRATION DATA
Multi-Family Housing

HAP CONTRACT SUPPORT SERVICES
86614622R00001

CLIN	Description	Deliverable ⁽⁸⁾	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
		5.3.6 A034 HUD-Commissioned Study Cancellation Notice 5.3.6 A035 Substantiative Review Results 5.3.6 A036 Decision Letter 5.3.6 A037 RCS Reviews/ Supporting Documentation				
0004 (FP-FUR) (LH NTE)	HAP Contract Renewals (C.5.4)					\$0.00
0004AA (FP-FUR)	5.4.1 HAP Contract Long-Term Renewal Processing	5.4.1 A038 One Year Tenant Notification Letter 5.4.1 A039 Notification for HUD Commissioned RCS 5.4.1 A040 Reserve for Replacement Analysis and Recommendation (Long Term Renewal) 5.4.1 A041 Funding Request 5.4.1 A042 Owner Executed HAP Contract		EA	\$0.00	\$0.00
0004AB (FP-FUR)	5.4.2 HAP Contract Short-Term Renewal Processing	5.4.2 A043 HAP Contract Expiration Notification 5.4.2 A044 Short-Term Renewal Notification		EA	\$0.00	\$0.00
0005 (FP-FUR)	HAP Contract Opt-Outs and Terminations (C.5.5)					\$0.00
0005AA (FP-FUR)	5.5 1 Year Opt-Out	5.5 A045 1 Year Opt-Out Notification		EA	\$0.00	\$0.00
0005AB (FP-FUR)	5.5 120-day Opt-Out	5.5 A046 120-Day Opt-Out Notification 5.5 A047 Resident Payment and Family Unit Size Data		EA	\$0.00	\$0.00
0006 (FP-FUR)	Tenant Health, Safety, and Other Tenant Concerns (C.5.6)					\$0.00
0006AA (FP-FUR)	5.6.1 Non-Life-Threatening / Other Tenants Concerns or Inquiries	5.6.1 A048 Non-Life-Threatening / Other Tenant Concerns Log		EA	\$0.00	\$0.00
0006AB (FP-FUR)	5.6.2 Life-Threatening Tenant Concerns or Inquiries	5.6.2 A049 Life-Threatening Issue Notification 5.6.2 A050 Life-Threatening Corrective Action Completion Notification for Review and Approval 5.6.2 A051 Life-Threatening Tenant Concerns / Inquires Log		EA	\$0.00	\$0.00

SECTION G – CONTRACT ADMINISTRATION DATA
Multi-Family Housing

HAP CONTRACT SUPPORT SERVICES
86614622R00001

CLIN	Description	Deliverable ⁽⁸⁾	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
0006AC (FP-FUR)	5.6.3 Occurrence of a Natural Disaster or other Catastrophic Event	5.6.3 A052 Form A-3 Preliminary Assessment 5.6.3 A053 Form A-4 Vacancy Utilization/Displaced Resident Report		EA	\$0.00	\$0.00
0007 (FP-FUR)	Interaction with Groups and Inquiries (C.5.7)					\$0.00
0007AA (FP-FUR)	5.7.1 Responding to Outside Inquiries	5.7.1 A054 Copy of Outside Inquiry 5.7.1 A055 Data for Outside Inquiry	1	EA	\$0.00	\$0.00
0007AB (FP-FUR)	5.7.2 Relations with Resident Organizations	5.7.2 A056 Notification of Violation of Rights of Resident Organizations	1	EA	\$0.00	\$0.00
0008 (FP-FUR)	HUD REAC EH&S Notification (C.5.8)	5.8 A057 Lack of EH&S Certification Notification 5.8 A058 EH&S Data (via iREMS)	12	MO	\$0.00	\$0.00
0009 (FFP) FP-FUR) (LH NTE)	Project Management (C.5.9)					\$0.00
0009AA (FFP)	5.9.1 Monthly Status Report with Ongoing Communication	5.9.1 A059 Monthly Status Report	12	EA	\$0.00	\$0.00
0009AB (FFP)	5.9.2 Quarterly Risk Report	5.9.2 A060 Quarterly Risk Report	4	EA	\$0.00	\$0.00
0009AC ⁽²⁾ (LH NTE)	5.9.3 Adhoc Reports	5.9.3 A061 Ad Hoc Report				
0009AD ⁽³⁾ (FFP)	5.9.4.1 Contingency Plan	5.9.4.1 A062 Preliminary Contingency Plan 5.9.4.1 A063 Final Contingency Plan 5.9.4.1 A067 Revised Contingency Plan or Contingency Plan Memorandum	1	EA	\$0.00	\$0.00
0009AD ⁽³⁾ (FFP)	5.9.4.2 Notifications of Incidents	5.9.4.2 A064 Incident Notification 5.9.4.2 A065 Incident Update 5.9.4.2 A066 Notification of Determination			NSP	NSP
0009AE ⁽³⁾ (FFP)	5.9.5 Management Plan and Project Schedule	5.9.5 A068 Final Management Plan / Project Schedule 5.9.5 A069 Management Plan /Project Schedule Modifications Changes 5.9.5 A070 Revised Management Plan/Project Schedule or Management Plan/ Project Schedule Letter	1	EA	\$0.00	\$0.00
0046 (FFP)	Transition-In 5.10				NSP	NSP

CLIN	Description	Deliverable ⁽⁸⁾	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
0046AA	Pre-Ramp-Up Transition Activities 5.10.1				NSP	NSP ⁽⁴⁾
0046AB	Ramp-Up Transition Tasks’ 5.10.2				NSP	NSP ⁽⁵⁾

CLIN	Description	Amount
	BASE TOTAL: CLINS 0001 – 0009 and Transition-In 0046	\$0.00
	Estimated VALUE	

TRANSITION-OUT OPTIONAL TASK						
CLIN	Description	PWS Section				
Optional ⁽⁶⁾ Task 0047 (FFP)	Transition-Out	C.5.11			NSP	NSP ⁽⁶⁾

Superscript NOTES

⁽¹⁾ to ⁽⁷⁾ See Notes for superscript numbers 1 - 6 in Section **B.6 Superscript NOTES**

⁽⁸⁾ **Deliverable** - All deliverables in each of the sections must be completed before invoicing. There are some tasks that are conditional. If some of the conditional tasks are not required, only the deliverables for all required tasks have to be completed before invoicing. The database entries for iREMS and other databases as stated in Section C must be completed for all applicable tasks before invoicing.

Alternate II (APRIL 2019)

As prescribed in HUDAR Section 2432.908(c)(2), replace paragraphs (b)(1) and (2) of the HUDAR Clause 2452.232–70 Payment Schedule and Invoice Submission (Fixed-price) with the following Alternate II language in all fixed-price solicitations and contracts when requiring invoices to be submitted electronically to the Department of Treasury’s Bureau of Fiscal Services Invoice Processing Platform (IPP) system:

(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 website. To constitute a proper invoice, the invoice must include all items required by the FAR clause at 52.232–25, “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 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. To constitute a proper invoice, the invoice must include all items required by FAR clause 52.212-4(g), Prompt Payment and the following information and/or attached documentation:

1. Contract Number, applicable Task Order Number, CLIN, Deliverable Number and Name;
2. Contractor's name, address and telephone number;
3. Invoice Number and date;
4. Applicable accounting and appropriation data;
5. Total amount due.

G.3 2452.232-71 VOUCHER SUBMISSION (COST-REIMBURSEMENT, TIME-AND-MATERIALS, AND LABOR-HOUR)

(April 2019)

Alternate II (APRIL 2019)

(a) Voucher Submission.

(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://www.ipp.gov> in accordance with the instructions on the website. To constitute a proper voucher, in addition to the items required by the clause at FAR 52.232-25, Prompt Payment, the voucher shall show the elements of cost for the billing period and the cumulative costs to date.

(2) To assist the government in making timely payments, the contractor is requested to include on each voucher the applicable appropriation number(s) shown on the award or subsequent modification document (e.g., block 14 of the Standard Form (SF) 26 or block 21 of the SF-33).

(End of Alternate II)

(b) Contractor Remittance Information.

(1) The Contractor shall provide the payment office with all information required by other payment clauses contained in this contract.

(2) The contractor shall submit all necessary supporting documentation with vouchers that adequately demonstrate that costs claimed 1) have been incurred (including time sheets from the prime's and subcontractor's automated or manual time tracking records and paid invoices for materials acquired), 2) reflect that they are allocable to the contract tasks, and 3) comply with cost principles in the Federal Acquisition Regulation and HUD Acquisition Regulation. The contracting officer may disallow all or part of a claimed cost that is inadequately supported.

(3) For time-and-materials and labor-hour contracts, the Contractor shall aggregate vouchered costs by the individual task for which the costs were incurred and clearly identify the task or job.

(c) **Final Payment.** The final payment shall not be made until the Contracting Officer has certified that the contractor has complied with all terms of the contract.

CLIN	Description	Deliverable ⁽⁸⁾	Est Qty ⁽¹⁾	Unit	Unit Price	Estimated Total Price
	Housing Assistance Payments (HAP) Contract Support Services (HAPSS) Region (inserted upon award) Sub-Region (inserted upon award)					
0004 (FP-FUR) (LH NTE)	HAP Contract Renewals					
0004AC ⁽¹⁾ (LH NTE)	5.4.3 Support for Other HAP Contract Changes			Hours	\$0.00	\$0.00 ⁽¹⁾ (Ceiling Price)
0009 (FFP) FP-FUR) (LH NTE)	Project Management					\$0.00
0009AC ⁽²⁾ (LH NTE)	5.9.3 Adhoc Reports			Hours	\$0.00	\$0.00 ⁽²⁾ (Ceiling Price)

Superscript NOTES

⁽¹⁾ to ⁽⁷⁾ See Notes for superscript numbers 1 - 6 in Section **B.6** **Superscript NOTES**

⁽⁸⁾ **Deliverable** - All deliverables in each of the sections must be completed before invoicing. There are some tasks that are conditional. If some of the conditional tasks are not required, only the deliverables for all required tasks have to be completed before invoicing. The database entries for iREMS and other databases as stated in Section C must be completed for all applicable tasks before invoicing

G.4 Email Addresses - Payment Office, COR, and Contracting Officer

PAYMENT OFFICE Submission - Submit all invoices to:
Treasury's Invoice Processing Platform (IPP): <https://www.ipp.gov/>
Questions can be emailed to: AccountsPayable@fiscal.treasury.gov

COR Submission - Email the following to the COR:
Email Address: TBD@hud.gov
1. Invoice
2. Supporting Documentation

Contracting Officer Submission – Email the following to the Contracting Officer-
TBD@hud.gov and Contract Specialist – CS@hud.gov
1. Invoice
2. Supporting Documentation

G.5 2452.237-73, CONDUCT OF WORK AND TECHNICAL GUIDANCE (APRIL 2019)

(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. 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.

(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.

(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.6 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:

<u>Name</u>	<u>Key Personnel Role</u>	<u>Title</u>	<u>Employee (Yes/No)</u>	<u>% of Weekly Time Devoted to Contract</u>
	Program Director			
	Project Manager			
	Director of Asset Management			
	Tenant Support Manager			
	Voucher Processing Manager			
	**Alternate Project Manager			

(End of clause)

**** Alternate Project Manager** – Please identify one of the 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.7 Key Personnel Minimum Experience and Education Requirements

The Contractor shall complete Section G.6 HUDAR 2452.237-70 KEY PERSONNEL upon award notification.

The Contractor shall submit resumes for Key Personnel listed in G.6 no later than five business days after contract award. The Key Personnel must meet the qualifications listed below.

- (a) **Program Director** - Program Director - A minimum of seven years of experience managing the operations of an organization that performs services for the Government on a contractual basis. Program Director must have proven technical expertise in the area of affordable housing subsidy agreements, staff supervision and development, and affordable housing property and asset management. Minimum Education—Requires a Bachelor's degree in relevant content fields as appropriate to the project.
- (b) **Project Manager** - A minimum of seven 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 affordable housing property and asset management. Minimum Education—Requires a Bachelor's degree in relevant content fields as appropriate to the project.
- (c) **Director of Asset Management** - A minimum of five years of experience managing staff working on the administration, review, and oversight of affordable housing subsidy contracts. Director of Asset Management must have proven technical expertise in the area of affordable housing subsidy agreements, staff supervision and development, and affordable housing inspection and asset management. Minimum Education—Requires a Bachelor's degree in relevant content fields as appropriate to the project.
- (d) **Tenant Support Manager** - A minimum of three years of experience managing staff working on the administration, review, and oversight of affordable housing subsidy contracts. Tenant Support Manager must have proven technical expertise in the area of affordable housing, staff supervision and development, and managing tenant concerns and maintenance issue in an affordable housing environment.
- (e) **Voucher Processing Manager** - A minimum of five years of experience managing staff working on the administration, review, and oversight of affordable housing subsidy contracts. Voucher Processing Manager must have proven technical expertise in the area of affordable housing subsidy agreements, staff supervision and development, and conducting oversight on financial submissions and income verification data. Minimum Education—Requires a Bachelor's degree in relevant content fields as appropriate to the project.

**** 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.8 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 contract 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.

G.9 Ordering Procedures for Firm Fixed-Price (FFP) and Fixed Price-Fixed Unit Rate (FP-FUR) Negotiations are Not Required

- (1) The Government may order services required under the contract for orders for FFP and IQ/FUR by Task order. The procedures for issuing Task/Work orders under these line items are as follows:
 - (a) The Contracting Officer will issue a task order with funding. The COR will coordinate with the contractor on performing the services in the Task Order.
 - (b) The Contractor's monthly status report shall include the total dollars expended and remaining balance for each contract line item and sub-line item and the report shall be provided to the Contracting Officer and the COR,
 - (c) The contractor shall not perform work and the COR will not authorize any work that causes the contractor to exceed the total obligated amount or the balance of funds remaining on the task order.
 - (d) The period of performance for any task order issued shall not exceed the performance period specified in section **I.5 52.216-22 INDEFINITE QUANTITY.**
- (2) **HUDAR 2452.216-78 Ordering Procedures (FEB 2006)**
 - (a) Orders issued under this contract may be placed in writing.

G.10 Ordering Procedures for Labor Hour (LH) and Negotiations Are Required.

- (1) The Government may order services required under the contract for orders for LH by Task order. The procedures for issuing Task/Work orders under these line items are as follows:
 - (a) The Labor Hour Contract Line Items will be included in the task order for the FFP and FP-FUR contract line items. The task order will obligate funding for the LH contract line items; however, the Contractor will not be authorized to begin work on the LH contract line items until the negotiations

required in **G.10 (2)** below are conducted and the Contracting Officer has issued authorization via email.

- (b) The Contractor's monthly status report shall include the total dollars expended and remaining balance for each contract line item and sub-line item and the report shall be provided to the Contracting Officer and the COR
- (c) The contractor shall not perform work and the COR will not authorize any work that causes the contractor to exceed the total obligated amount or the balance of funds remaining on the task order.
- (d) The period of performance for any task order issued shall not exceed the performance period specified in section **I.5 52.216-22 INDEFINITE QUANTITY.**

(2) HUDAR 2452.216-78 Ordering Procedures (FEB 2006)- Alternate 2 (FEB 2006)

- (a) Orders issued under this contract may be placed in writing.
- (b) This contract provides for the issuance of task orders on a negotiated basis as follows:
 - (1) The Contracting Officer will provide the contractor(s) with a statement of work or task description. The contractor(s) shall provide pricing and other information requested by the Contracting Officer (e.g., proposed staffing, plan for completing the task, etc.) within the time period specified by the Contracting Officer. Failure by any contractor to provide all the requested information on time may result in the contractor not being considered or selected for issuance of the order.
 - (2) The Contracting Officer may require the contractor(s) to present and/or discuss (see (3) below) the proposed task order terms orally. The Contracting Officer will provide the contractor(s) with guidance on the format, location, and duration of any presentations.
 - (3) The Contracting Officer may discuss the proposed task order terms with the contractor(s) to ensure mutual understanding of the contractor(s)'s technical approach and/or costs or price and/or to reach mutually acceptable final terms for the task order. If more than one contractor is being considered for the task order, any discussions will be held individually with each contractor.

**G.11 INDEFINITE QUANTITY Fixed Price-Fixed Unit Rate (FP-FUR) and LABOR HOUR (LH)
CONTRACTOR NOTIFICATION REQUIREMENTS**

The Contractor is required to notify the Contracting Officer and the Contracting Officer's Representative in writing when the total amount incurred under **any** FP-FUR or Labor Hour line item reaches 75% of the total amounts obligated in Section B. The Contractor shall not perform any work and may not charge the contract for any work done under IQ/FUR line items that is not authorized in the work or task order.

The amount obligated at the time of award for the FP-FUR contract line items may be equal to or less than the estimated price established for these items in section B.

The amount obligated at the time of award for the Labor Hour contract line items may be equal to or less than the ceiling prices established for these items in section B.

G.12 HUDAR 2452.232-74 NOT TO EXCEED LIMITATION

(MAR 2016)

- (a) The total estimated funds needed for the performance of this contract are not yet obligated. The total obligation of funds available at this time for performance of work or deliveries is **[TBD]**. The Government shall not order, nor shall the contractor be authorized or required to accept orders for, or perform work on such orders (or perform any other work on this contract) or make deliveries that exceed the stated funding limit.

(b) When funding is available, the Government may unilaterally increase the amount obligated through contract funding modification(s) until the full contract value has been obligated. If a contract funding modification is not in place by the time the performance of the work or deliveries have reached the stated funding limit, the contractor must stop performing services and deliveries and may not start again until the contractor is notified through a contract funding modification that funds are available to continue services and deliveries.

(End of clause)

G.13 TRANSITION-OUT OPTIONAL TASK

(a) The Government may unilaterally exercise the Transition-Out optional line Item during **any performance period** by written notice to the Contractor within **15** days prior to the effective date of the Transition-Out period. The transition-out option shall cover a period of 120 days or less prior to contract expiration for the performance period.

(b) The contractor shall perform contract services specified in the PWS and at the prices listed in Section B for the performance period prices in effect when the Transition-Out option is exercised.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION TO INCREASE/DECREASE THE GEOGRAPHIC SERVICE AREA

Geographic realignment under the terms set forth in this clause shall be considered within scope of the existing contract and does not constitute a new work modification beyond the scope of the contract. In accordance with FAR 16.504(a)(4)(ii) and incorporated HUDAR clause 2452.216-76, the Government has established both minimum and maximum quantities and amounts for orders placed under the subject contract. The minimum guarantee shall serve as full consideration for the Government's liability under this contract, and the Government will be under no obligation to conduct further ordering of services from the named Contractor beyond the guaranteed contract minimum. Additionally, the stated maximum shall not be increased under the authority of this clause. Any non-competitive increase to the contract maximum must cite one of the valid exceptions to full and open competition identified in FAR 6.302. The Government intends to first consider existing Contractors within the Regional areas to service any areas within the same Regional areas. However, the Government will not be limited to the Regional areas and reserves the right to use Contractors in other Regional areas, if necessary. The Government reserves the right to noncompetitively increase or reduce the geographic service area of this contract through contract modification. Realignment of the geographic area will become effective for all new assignments made after the effective date identified on the realignment modification. Assignments/Orders placed prior to a realignment modification being issued under this authority will remain with the existing Contractor, unless the Government invokes a full or partial termination in accordance with FAR Part 49. The Government intends to utilize this clause as a mechanism to incentivize a high level of performance by rewarding the most highly performing Contractors with an opportunity to expand their geographic service area and provide a disincentive for nonperformance of contract requirements by reducing the geographic service area of Contractors who fail to meet contract expectations. While performance shall be the primary reason for utilization of this clause, other examples which might give rise to such a determination include insufficient contract funding or available ceiling. The Government will not be limited to the specified examples provided, and reserves the right to realign for any reason, not only the reasons listed or similar reasons. Under such circumstances, the Government could either invite one or more Contractors to assume responsibility for the performance of increased geographic scope activities in accordance with the terms and conditions of a then existing contract for similar services in another area, or the Government could elect to allow two or more Contractors for similar services to submit contract modification proposals for the provisions of such services upon such terms and conditions as are mutually agreeable to the parties, either outcome to be effected through a resulting unilateral modification to this contract.

H.2 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 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)

H.3 HUDAR 2452.227-70 GOVERNMENT INFORMATION

DEC 2012

(a) Definitions. As used in this clause,

"Government information" includes--

Contractor-acquired information, which means information acquired or otherwise collected by the Contractor on behalf of the Government in the context of the Contractor's duties under the contract.

Government-furnished information (GFI), which means information in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. GFI also includes contractor-acquired information if the contractor-acquired information is a deliverable under the contract and is for continued use under the contract. Otherwise, GFI does not include information that is created by the Contractor and delivered to the Government in accordance with the requirements of the work statement or specifications of the contract. The type, quantity, quality, and delivery requirements of such deliverable information are set forth elsewhere in the contract schedule.

(b) Information Management and Information Security.

(1) The Contractor shall manage, account for, and secure all Government information provided or acquired by the contractor. The Contractor shall be responsible for all Government information provided to its subcontractors. The Contractor agrees to include a requirement in each subcontract under this contract that flows down the protection from disclosure requirements.

(2) The Contractor's responsibility for Government information extends from the initial provision or acquisition and receipt of information, through stewardship, custody, and use until returned to, or otherwise disposed of, as directed by the Contracting Officer. This requirement applies to all Government information under the Contractor's accountability, stewardship, possession or control, including its subcontractors.

(c) Use of Government information.

(1) The Contractor shall not use any information provided or acquired under this contract for any purpose other than in the performance of this contract.

(2) The Contractor shall not modify or alter the Government information, unless authorized in writing, in advance, by the Contracting Officer.

(d) Government-furnished information.

(1) The Government shall deliver to the Contractor the information described below-

During the Transition-In Period, or within ten days of assigning a HAP Contract outside the Transition-In Period, HUD will provide the Contractor all HAP Contracts for projects located in the State(s) for which the Contractor is responsible. For each HAP Contract, HUD will provide a copy of the HAP Contract itself and of corresponding REAC assessments, rent adjustment records, and other supporting documentation. HUD will provide all such documents either in paper form or by electronic means, and they will remain the property of HUD while in the possession of or under the Contractor's control. The Contractor will return all such documents to the COR and any other designee as determined by HUD within five days of any request by HUD or within five days of the date on which the contract ends without need for request by HUD. Any documents related directly or indirectly to any HAP Contract that HUD assigns to the Contractor that the Contractor receives from any program participant, and any documents that the Contractor creates in the execution of any task or in the performance of any service under this contract, shall also become the property of HUD when received or created by the Contractor. The Contractor shall provide a copy of each such document to the COR within five days of any request by HUD or within five days of the date on which the contract ends without need for request by HUD.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished information will be suitable for contract performance and will be delivered to the Contractor by the dates stated in paragraph (d)(1) of this clause.

(i) The Government does not warrant the validity or accuracy of the Government-furnished information unless otherwise noted.

(ii) In the event that information received by the Contractor is not in a condition suitable for its intended use, the Contractor shall immediately notify the Contracting Officer in writing. Upon receipt of the Contractor's notification, the Contracting Officer shall advise the Contractor on a course of action to remedy the problem.

(iii) If either the failure of the Government to provide information to the Contractor by the dates shown in this clause or the remedial action taken under this clause to correct defective information causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Contracting Officer shall consider an equitable adjustment to the contract. The Contractor shall provide to the Contracting Officer its written statement describing the general nature and amount of the equitable adjustment proposal within 30 days after the remedial action described in paragraph (ii) herein is completed, or within 30 days after the date upon which the Government failed to provide information, unless the Contracting Officer extends this period.

(3)(i) The Contracting Officer may, by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished information under this contract;

(B) Substitute other Government-furnished information for the information previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use the information.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Rights in information. Government information is the property of the U.S. Government unless otherwise specifically identified. The specific rights in any other information acquired or created by the Contractor under this contract shall be as expressed in the "Rights in Data" clause contained in this contract.

(f) Government access to information. The Government shall have the right to access any Government information maintained by the contractor and any subcontractors. The Contractor shall provide the Contracting Officer, and other duly authorized Government representatives, with access to all Government information, including access to the Contractor's facilities, as necessary, promptly upon written notification by the Contracting Officer. Such notification may be by electronic mail.

(g) Contractor liability for Government information.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, theft, damage, or destruction to the Government information furnished or acquired under this contract, except when the loss, theft, damage, or destruction is the result of the Contractor's failure to properly manage, account for, and safeguard the information in accordance with this clause.

(2) In the event of any loss, theft, damage, or destruction of Government information, the Contractor shall immediately take all reasonable actions necessary to protect the Government information from further loss, theft, damage, or destruction.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage, or destruction of Government information.

(h) Information alteration and disposal. Except as otherwise provided for in this contract, the Contractor shall not alter, destroy, or otherwise dispose of any Government information unless expressly directed by the Contracting Officer to do so.

(i) Return of Government information to the Government.

(1) The Government may require the Contractor to return Government Information to the Government at any time. Upon demand by the Contracting Officer or his/her representative, the Contractor shall return all Government information to the Government as directed by the Contracting Officer or other individual designated by the Contracting Officer.

(2) The Contractor's failure to return all information as directed, including directions regarding the time frames for delivery back to the Government and directions prescribing the form in which the data must be returned, shall be considered a breach of contract, and the Government shall have the right to physically remove the Government information from the Contractor, including removal of such information from the Contractor's physical premises and from any electronic media (e.g., Contractor's computer systems).

(3) When required to return Government information to the Government, the Contractor shall do so at no cost to the Government. The Government shall not be responsible for the cost of data format conversion and the cost of delivery, if any.

(4) The Contractor shall ensure that all Government information provided to subcontractors is returned to the Government.

(j) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished information.

(2) Delivery of Government-furnished information in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished information.

(4) Failure to correct or replace Government information for which the Government is responsible.

(k) Subcontracts. The Contractor shall ensure that all subcontracts under which Government information is provided to a subcontractor include the basic terms and conditions set forth in paragraphs (a), (b), (c), (f), and (h) of this clause in each subcontract. Subcontracts shall clearly describe the Government information provided to the subcontractor. The Contractor shall be responsible for all Government information provided to subcontractors.

(End of clause)

H.4 2452.237-83 Access to Controlled Unclassified Information (CUI) (April 2019)

(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;

(2) Is not available to the general public;

(3) May include:

(A) 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;

(B) 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;

(C) 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

(D) Other information that the HUD contracting officer or other authorized HUD employee explicitly identifies as CUI; and

(4) 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.2** – Non-Disclosure Agreement between HUD and Contractor Employee 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)

The Contractor shall submit the Non-Disclosure Agreements no later than five business days after contract award.

H.5 - 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.6 AS- 2314 Contractor Records Management Responsibilities

A. Definitions

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes the Department of Housing and Urban Development (HUD) records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their HUD contract.
4. may include deliverables and documentation associated with deliverables.

B. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records created or received, regardless of form (paper, electronic, etc.) or characteristics, mode of transmission (email, fax, etc.), or state of completion (draft, final, etc.).
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. The Department of Housing and Urban Development (HUD) and its Contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of HUD or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Contracting Officer Representative. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must report to the HUD Contracting Officer. The Contracting Officer must report promptly to the records officer. The agency record officer must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical

safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Contracting Officer Representative. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to HUD control, or the Contractor must obtain written instruction/direction from the program manager for disposition of any records not returned to the government. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer Representative or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The Contractor shall not create or maintain any records containing any non-public HUD information that are not specifically tied to or authorized by the contract.
7. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act unless the retention is due to deliverable(s) containing proprietary or intellectual property of the Contractor or is subject to a legal basis for retention.
8. HUD owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which HUD shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest unless otherwise stated in the contract. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

C. Flowdown of requirements to Subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts or other relationships that will result in the disclosure of information, documentary material and/or records generated under, or relating to this contract, and require written Subcontractor acknowledgment of same. The Contractor (and any Subcontractor) is required to abide by Government and HUD guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
2. Violation by a Subcontractor of any provision set forth in this clause will be attributed to the Prime Contractor.

(End of clause)

H.7 AS-2315 Cybersecurity and Privacy Requirements (APRIL 2022)

1. The Contractor shall comply with all current and future Federal Information Technology (IT) security requirements.
2. The Contractor shall maintain compliance with all terms and conditions of the contract throughout the term of the contract with respect to all IT security and privacy requirements.
3. The Contractor shall use, maintain, enhance, develop, and upgrade all information technology software and system documentation under this contract in accordance with Federal Laws, Regulations, NIST guidance (<https://csrc.nist.gov/publications/sp>) and [HUD policies](#).
4. Each mixed or financial system that the contractor manages, develops, modifies, enhances, releases and/or upgrades must comply with Office of Management and Budget (OMB) A-123, including Appendix A, *Internal Control over Financial Reporting*, as well as Federal Information Security Modernization Act

(FISMA) of 2014, and shall be assessed under the Federal Information System Controls Audit Manual (FISCAM) methodology that include control families for both General Computer and Business Process Application controls.

5. The Contractor shall use only HUD email system to conduct HUD government business. To the extent that a non-HUD email system use occurs for HUD government business, the individual must copy their HUD email account during the initial creation of transmission or forward the email record to their HUD email account within 20 calendar days of creation or transmission of the record. Once the message is sent or forwarded to HUD email, the user must save the record (do not delete). Further, the record should be removed from non-HUD email systems unless there is a specific obligation, such as a litigation hold, to maintain the files on all non-HUD systems on which they appear.
6. The Contractor shall maintain compliance, as per the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-161, *Supply Chain Risk Management Practices for Federal Information Systems and Organizations*.
7. The Contractor shall follow HUD's Project Planning and Management (PPM) Life Cycle in the analysis, design, development, testing and implementation of proposed new systems and/or the enhancement to existing systems. No live data shall be used in any environment other than Production and Disaster Recovery (DR) environments. Specifically, no live data must be used in development, testing or staging environments.
8. The Contractor shall ensure each of its employees working on the HUD contract completes the mandatory HUD Security Awareness Training annually.
9. The Contractor shall ensure each of its employees working on the HUD contract acknowledges the [HUD Rules of Behavior \(RoB\)](#) annually.
10. The Contractor shall ensure each of its employees working on the HUD contract completes the mandatory HUD role-based/ specialized cybersecurity and privacy training annually.
11. The Contractor shall review and update system documentation to ensure accuracy, compliance, and completeness. Reviews and revisions must be completed and delivered to HUD quarterly or within one day of a major system release.
12. The Contractor shall provide Security Assessment and Authorization (SA&A) support, including potential off cycle or unanticipated SA&A support, over the life of the contract.
13. The Contractor shall complete and maintain SA&A documentation in accordance with the guidance contained within NIST publications, after the award of the contract and again at the expiration of the SA&A to include any revisions or updates.
14. The Contractor shall complete and maintain security and privacy related documents, in accordance with all Federal Laws, Regulations, NIST guidance (<https://csrc.nist.gov/publications/sp>) and [HUD policies](#).
15. The Contractor shall present IT security and privacy related documents to HUD's Chief Information Security Officer (CISO) for review and approval.
16. The Contractor shall designate an Information System Security Officer (ISSO) or a Security Point of Contact (POC) within the contractor staff to interface with HUD Office of IT Security (OITS) and to respond to cybersecurity related requests.
17. The Contractor shall support and provide system security to ensure availability, confidentiality, and integrity of the HUD data applications (e.g. maintaining access control, user identification, password protection and authentication, confidentiality of customer profiles and traffic, physical and personnel security required under this PWS).
18. The Contractor shall maintain compliance with OMB Memorandum 17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information*.
19. The Contractor shall review and update the Plan of Action and Milestones (POA&Ms) on a timeframe that is consistent with contract terms, e.g. quarterly, annual, bi-monthly, etc. and present them to HUD's CISO for review and approval.
20. Each contractor employee working on the HUD contract shall not provide contract support until clearance is received from the HUD security background check.

Failure to adhere to the above requirements could result in penalties, to include a contract performance stop-work order until compliance can be demonstrated. Disregard of these requirements could also lead to other criminal, civil, administrative, and/or contract penalties.

End Clause

H.8 Socioeconomic Participation Plan

The contractor shall be required to complete the Actual Chart for the Socioeconomic Participation semiannually. The contractor will be required to provide detailed rationale for the variance between the proposed and actual values. Non-Compliance with the Socioeconomic Participation Plan may impact CPARs ratings.

Proposed

Performance Period	Total Contract Value	% Performed by Prime	% Performed by Subcontractor/ Teaming Partners	% of Subcontracted Value Performed by Small Business	% of Subcontracted Value Performed by Other than Small Business
Base Year	\$				
Option 1	\$				
Option 2	\$				
Option 3	\$				
Option 4	\$				

Actuals as of _____

Performance Period	Total Contract Value	% Performed by Prime	% Performed by Subcontractor/ Teaming Partners	% of Subcontracted Value Performed by Small Business	% of Subcontracted Value Performed by Other than Small Business
Base Year	\$				
Option 1	\$				
Option 2	\$				
Option 3	\$				
Option 4	\$				

H.9 CONFLICTS OF INTERESTS

The conflict of interests are listed below are but not limited to the following:

Any Offerors that own or have an ownership interest in a section 8 project for which the offeror provides services, or that provide financing for any such project, have a conflict of interest. The term “Offerors” includes, but is not limited to, Public Housing Agencies (PHAs), Non-Profit Entities, Contractors, and all-tier Subcontractors. This conflict of interest is also applicable to members, officers, employees, and directors of PHAs, Non-Profit Entities, Contractors, and all-tier Subcontractors, as well as immediate family members (spouse, parent, child, grandparent, grandchild, sister, and brother) of these individuals, and public officials.

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):

<https://www.acquisition.gov/browse/index/far>
https://www.hud.gov/program_offices/cpo/hudar

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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) <u>Department of Homeland Security/Office of Inspector General</u> http://www.oig.dhs.gov , 1-800-323-8603	OCT 2015
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	JUN 2020
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 2018
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
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	NOV 2021
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

SECTION I – CONTRACT CLAUSES
Multi-Family Housing

HAP CONTRACT SUPPORT SERVICES
86614622R00001

52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan Alternate II (NOV 2016)	JAN 2017
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
52.222-21	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
52.222-43	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
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
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
52.232-18	Availability of Funds	APR 1984
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 (Alternate I APR 1984)	APR 1987
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

FAR CLAUSES INCORPORATED BY FULL TEXT

I.2 52.204-21 Basic Safeguarding of Covered Contractor Information Systems

(Nov 2021)

(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 websites) 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 products or commercial services, 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)

I.3 52.216-18 ORDERING

(Aug 2020)

(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 **the end of the current performance period, 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) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I.4 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** 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)

I.5 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 will 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)

I.6 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)

I.7 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 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(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)

I.8 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](#).

(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)

I.9 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)

I.10 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)

THE FOLLOWING HUDAR CLAUSES ARE LISTED IN FULL TEXT:

I.11 HUDAR 2452.203-70, PROHIBITION AGAINST THE USE OF GOVERNMENT EMPLOYEES
FEB 2006

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

I.12 HUDAR 2452.208-71 LIMITATION ON FUTURE CONTRACTS (FEB 2000)

- (a) The Contracting Officer has determined that this contract may give rise to potential organizational conflicts of interest as defined at FAR Subpart 9.5.
- (b) The nature of the potential conflict of interest is: **{See Section H.9}**
- (c) If the contractor, under the terms of this contract or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under any ensuing HUD contract.
- (d) Other restrictions-- [None currently identified]
- (e) The restrictions imposed by this clause shall remain in effect **until contract expiration in Section F.**

I.13 HUDAR 2452.209-72, ORGANIZATIONAL CONFLICTS OF INTEREST
APR 1984

- (a) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests are such that:
 - (1) Award of the contract may result in an unfair competitive advantage; or
 - (2) The Contractor's objectivity in performing the contract work is or might be otherwise impaired.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the contracting officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the contracting officer, the Government may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor

shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

(End of clause)

I.14 HUDAR 2452.216-76 MINIMUM AND MAXIMUM QUANTITIES AND AMOUNTS FOR ORDER
(DEC 2012) See Section B.3

I.15 HUDAR 2452.216-78 ORDERING PROCEDURES **FEB 2006**
See Section G.9 and G.10

I.16 2452.219-73 INCORPORATION 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)

I.17 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)

I.18 HUDAR 2452.237-79 POSTAWARD CONFERENCE **(MAR 2016)**

The Contractor shall be required to attend a postaward conference. The conference will be conducted in-person or video conferencing within ten (10) business days after contract award.

The Contracting Officer or designee will notify the Contractor of the specific date, location, and agenda within five (5) business days after contract award.

I.19 HUDAR 2452.239-70 Access to HUD Systems **(APRIL 2019)**

(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 HUD-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; and
- (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 Security Management 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;

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

(v) 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)

I.20 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)

I.21 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)

I.22 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

Contract Attachments

Attachment J.1 – Regional and Sub-Region Chart

Attachment J.2 – Non-Disclosure Agreement between HUD and Contractor Employee

Request for Proposal Attachments

Attachment J.3 – Labor Mix–Level of Effort Spreadsheet

Attachment J.4 - Past Performance Information Spreadsheet

Attachment J.5 - Past Performance Narrative

Attachment J.6 - Past Performance Survey

Attachment J.7 – Contractor Personnel Spreadsheet

Attachment J.8 – Section B Prices and Labor Hour Rates Spreadsheet

Attachment J.9 – Price Proposal Spreadsheet

Attachment J.10 – Contractor Questions Spreadsheet

PART IV – REPRESENTATIONS AND INSTRUCTIONS

**SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS OR RESPONDENTS**

K.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB 1998

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	(SEP 2007)
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	(Nov 2021)
52.222-25	Affirmative Action Compliance	APR 1984
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation	JUN 2020

FAR CLAUSES IN FULL TEXT

K.2 52.204-8 Annual Representations and Certifications (Jan 2022)

(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 **\$21.5 Million**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

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

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

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality

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

HAP CONTRACT SUPPORT SERVICES

Multi-Family Housing

86614622R00001

Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

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

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

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

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), 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](#).

(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 \$92,319, the provision with

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its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) [52.225-25](#), 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](#), 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:

[Contracting Officer check as appropriate.]

☒ (i) [52.204-17](#), Ownership or Control of Offeror.

☒ (ii) [52.204-20](#), Predecessor of Offeror.

☐ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

☐ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

☐ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA– Designated Products (Alternate I only).

☐ (vii) [52.227-6](#), Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause	Title	Date	Change

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

(End of provision)

**K.3 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services
or Equipment (Nov 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional

disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.4 52.209-7 Information Regarding Responsibility Matters.

(OCT 2018)

(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 proceedings at the Federal and State level but only in connection with performance of a

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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 (FAPIS) 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 FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

Section L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 LIMITATION ON NUMBER OF CONTRACT AWARDS WITHIN REGIONAL AREAS

Offerors proposing on this requirement are permitted to bid on all contracts in the identified Regional areas. HUD has identified a need to restrict the number of awards. The Government reserves the right to limit each prime or prime-subcontractor team (regardless of which of the two contractors is in the role of the prime or subcontractor) to a maximum of two contracts per Region and no more than two Regional areas. This provision is essential to ensure the continuous availability of reliable sources of services to maintain the ability to quickly realign areas of performance in accordance with H.1, Option to Increase/Decrease the Geographic Service Areas.

Regional Award Priority

In evaluating Offerors who propose more than one MFH Region, HUD will use the following priority list if the offeror is identified as the apparent award in more than two Regions. The priority is based on the highest number of estimated properties in descending order See Atch J.1 Multifamily Regions and Sub-Regions for the estimated quantities.

- Priority 1** - Region 4 - Northeast
- Priority 2** -.Region 2- Midwest
- Priority 3** - Region 3 – Southeast
- Priority 4** - Region 5 – West
- Priority 5** - Region 1 – Southwest

The priority list provided above is categorized in descending order from highest to lowest priority. Offerors who are identified as the apparent awardee for more than two Regions will receive consideration for award starting with the highest estimated number of properties first and moving down the priority list until two awards have been identified. Once the offeror is selected for award in two areas within the MFH Regions, the offeror will be removed from further consideration for additional awards under this solicitation.

Sub- Region Award Priority

In evaluating Offerors who propose more than two MFH Sub-Regions within the same MFH Region, HUD will prioritize the awards based on the estimated number of properties in descending order starting with the highest to the lowest number of properties until two awards have been identified. Once the offeror is selected for award in two Sub-Regions within the same Region, the offeror will be removed from further consideration for additional awards within the same MFH Region.

Priority 1

- 4. Region 4 Sub-Regions
- 4.1 ME/NH/VT/MA/CT/RI
- 4.2 PA/WV/MD/VA/DC/DE
- 4.3 NY/NJ

Priority 2

2. Region 2 Sub-Regions

2.1 MI/MN/WI

2.2 IL and IN

2.3 Ohio

Priority 3

3. Region 3 Sub-Regions

3.1 NC/SC/GA

3.2 KY/TN/MS

3.3 FL/AL/PR/VI

Priority 4

5. Region 5 Sub-Regions

5.1 California

5.2 CO/SD/ND/AZ/UT/HI/WY

5.3 WA/OR/ID/MT/NV

Priority 5

1. Region 1 Sub-Regions

1.1 TX/LA

1.2 MO/IA/NE

1.3 NM/OK/AR/KS

L.2 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>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.215-1	Instructions to Offerors -- Competitive Acquisition	NOV 2021
52.216-27	Single or Multiple Awards	OCT 1995
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993

L.3 52.216-1 Type of Contract

APR 1984

There are five Multifamily Regions. The Government contemplates awarding fifteen single award Fixed-Priced (Fixed Unit Rate) IDIQ contracts resulting from this solicitation. There are five Regions which consist of three Sub-Regions in each Region. There will be three contracts awarded per Region which is one per Sub-Region. The five Regions are Northeast Region, Southeast Region, Midwest Region, Southwest Region, and Western Region. See **Attachment J.1** for the Regional and Sub-Region details.

(End of Provision)

L.4 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 via E-mail** to the email address below:

U.S. Department of Housing and Urban Development
Fort Worth Contracting Division
ATTN: Cathy Baker, Contracting Officer
EMAIL: HAPSS@hud.gov

The Subject line shall be: *Name of Your Company* - HAPSS **Protest**– 86614622R00001.

Due to HUD's email limitations, the email and attachments shall not exceed 60 megabytes. If applicable, you may need to submit the protest in more than one email. Offerors should send the email with a Request for Delivery Receipt for tracking purposes and verification of their submission.

(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.5 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 the Chief Procurement Officer **via E-mail** to the email address below 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").

U.S. Department of Housing and Urban Development
Office of the Chief Procurement Officer
ATTN: **Jimmy Fleming-Scott**, Chief Procurement Officer
EMAIL: OGrp-HAPSSProtestAppeals@hudgov.onmicrosoft.com

The Subject line shall be: *Name of Your Company* - HAPSS Protest Appeal – 86614622R00001

Due to HUD's email limitations, the email and attachments shall not exceed 60 megabytes. If applicable, you may need to submit the protest in more than one email. Offerors should send the email with a Request for Delivery Receipt for tracking purposes and verification of their submission. The mailbox HAPSSProtestAppeal@hud.gov shall only be utilized for appealing Contracting Officer's decision for a HAPSS protest. No other correspondence will be reviewed.

(b) The 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.6 2452.209-70 Potential Organizational Conflicts of Interest (FEB 2000)

(a) The Contracting Officer has determined that the proposed contract contains a potential organizational conflict of interest. Offerors are directed to FAR Subpart 9.5 for detailed information concerning organizational conflicts of interest.

(b) The nature of the potential conflict of interest is **[See Section H.9 – Conflicts of Interest]**:

(c) Offerors shall provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the offeror has a possible organizational conflict of interest with respect to:

(1) Being able to render impartial, technically sound, and objective assistance or advice, or

(2) Being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

(d) No award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer.

(e) Refusal to provide the requested information or the willful misrepresentation of any relevant information by an offeror shall disqualify the offeror from further consideration for award of a contract under this solicitation.

(f) If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

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: **28%**
- (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 52.252-5 Authorized Deviations in Provisions

NOV 2020

- (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.10 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.

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

(1) Part I – Technical Proposal

- (i) One unredacted copy of Part I
- (ii) One redacted copy of Part I
- (iii) All signatures shall be either a digital or blue ink signatures.
- (iv) All PDF files shall be submitted in a searchable PDF format.
- (v) The following attachments shall be submitted as a Microsoft Excel workable spreadsheet compatible with Microsoft Office 2016).
 - Attachment J.3 – Labor Mix-Level of Effort Spreadsheet
 - Attachment J.4 - Past Performance Information Spreadsheet

(2) Part II– Business Proposal

- (i) One unredacted copy of Part II
- (ii) All signatures shall be either a digital or blue ink signatures.
- (iii) All PDF files shall be submitted in a searchable PDF format.
- (iv) The following attachments shall be submitted as Microsoft Excel workable spreadsheet compatible with Microsoft Office 2016).

Attachment J.7 – Contractor Personnel Spreadsheet

Attachment J.8 – Section B Prices and Labor Hour Rates Spreadsheet

Attachment J.9 – Price Proposal 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 8.5" 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.11 General Instructions

(a) Unredacted and Redacted

(1) Unredacted

The unredacted proposals shall include company names and all other identifying characteristics, including employee names.

(2) Redacted

The redacted proposals shall not remove all references to the company names, logos and all other identifying characteristics, including employee names. **Failure to submit a redacted copy of Part I proposal shall result in the entire proposal being rejected as non-conforming and removed from further consideration for award.**

(b) Proposals are to be submitted separately on a per Sub-Region basis. While offerors are welcome to propose multiple Regions and Sub-Regions, combined proposals including more than one Sub-Region will not be considered under the terms of this solicitation. To the extent that an offeror is proposing on multiple Regions and Sub-Regions, please note the limitation on the number of awards contained in Section L.1 above.

(c) 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.

(e) 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.

(f) PREPARATION COSTS

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

L.12 Part I—TECHNICAL PROPOSAL - Offerors shall submit the following in Part I – Technical Proposal.

(a) Table of Contents

(b) 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

(c) Technical Evaluation Factor Instructions

A separate technical proposal must be submitted for Part 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.**

Technical Evaluation Factors

L.12.1 FACTOR 1: LABOR MIX AND LEVEL OF EFFORT

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 PWS.

The Offeror shall ensure pricing information is NOT included in the labor mix/level of effort information submitted with the Technical proposal in Part 1. The Offeror shall submit its labor mix/level of effort, on **Attachment J.3 - Labor Mix-Level of Effort Spreadsheet** (Microsoft Excel workable spreadsheet compatible with Microsoft Office 2016).

L.12.2 FACTOR 2: MANAGEMENT PLAN (Shall not exceed 15 pages)

(a) Management Plan

- (1) The offeror shall submit a Management Plan that is clear, concise, and demonstrates that it will result in meeting the requirements contained within the Performance Work Statement.
- (2) The offeror shall submit a Management Plan that details:
 - a. a plan that demonstrate 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;
 - d. a project schedule that demonstrates a clear understanding of the required operations and HUD requirements with realistic timeframes for performing all tasks, subtasks, meetings, and deliverables;
 - e. a plan that demonstrates clear lines of authority from the top of the organization to all those working on this effort.

(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.

L.12.3 FACTOR 3: PAST PERFORMANCE

The offeror shall submit the following information/documents:

(a) Past Performance Spreadsheet and Past Performance Narrative

- (1) A completed **Attachment J.4 – Past Performance Information Spreadsheet** shall be submitted as a workable Microsoft Excel compatible with Microsoft Office 2016. The chart rows can be expanded. The chart shall reflect all relevant and recent past performance up to 3 references. If the offeror has more than 3 past performance references that are both relevant and recent, then the offeror shall provide only the 3 most relevant of those references. Do not submit more than a maximum of 3 references for the prime contractor. *(HUD will consider only references with at least six (6) months of performance that was performed within the last three (3) years dating from this solicitation's initial closing date for receipt of proposals.)*

The offeror shall also provide a narrative using **Attachment J.5 – Past Performance Narrative** for each past performance references describing that reference's relevance to the services being obtained under this Solicitation. The narrative shall clearly establish the relevancy of the past performance to the current requirements in accordance with the "relevance" definition in the past performance evaluation criteria.. The narrative for each reference shall not exceed 2 pages per reference using no less than 11-point type font.

(2) Subcontractors, Joint Ventures, and Teaming Agreements

If the offeror is proposing to subcontract more than 20% of the contract value, the offeror shall submit a separate chart and narrative described in paragraph 1 above, for any subcontractor performing 20% or more of the solicited effort. Joint ventures should submit a chart for the joint venture itself and a chart for each venturer that will perform at least 20% of the contract value. If the subcontractor or joint venture partners or other entities other than the prime have more than 2 relevant and recent past performance references, then the offeror shall provide the most relevant and recent 2 references for each subcontractor or joint venture partners or other entities other than the prime.

(3) Key Personnel

HUD will not consider the past performance efforts of key personnel as a substitute for corporate past performance for this procurement.

(4) Mergers, Acquisitions and Corporate Restructuring

If the offeror seeks to use past performance from any predecessor company or anticipates it will undergo a merger, acquisition, or other corporate restructuring during performance of the contract, it must include a narrative of no more than one page describing the evolution from the predecessor company to the successor company and why HUD should credit the successor company with the predecessor company's past performance.

(b) Past Performance Survey

- (1) The contractor shall provide the survey contained in **Attachment J.6 - Past Performance Survey** 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. The reference should email the surveys directly to the HUD Contracting Officer at (email address) prior to the date and time for submission of proposals.

- (2) If there is a finalized Contract Performance Assessment Reporting System (CPARS) evaluation for past performance stated in the narrative, the Offeror must submit the finalized CPARS with the proposal.
- (3) The Offeror shall provide the survey contained in **Attachment J.6 - Past Performance Survey** 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. The offeror must include a description of the services with which the reference must concur or not concur. The reference must support any rating of “Excellent,” “Very Good” or “Unsatisfactory” with a narrative. The Reference should email the survey to CPOFTW@hud.gov.

The Email Subject line for Attachment J.6 - Past Performance Survey shall be:

Name of Offeror Company – HAPSS Past Performance Survey– 86614622R00001

L.12.4 FACTOR 4: SOCIOECONOMIC PARTICIPATION

- (a) The offeror shall complete and submit the Socioeconomic Participation Plan below. , HUD is focused on obtaining prime contractors who are responsible and capable of performing a large part of the labor required to perform the contract (as opposed to firms who subcontract 50% or more of the labor effort), while simultaneously focusing on achieving socioeconomic goals for small business participation as well.. To achieve this objective, all offerors shall complete the following table to reflect (1) what percentage of total contract value will be performed by the prime and what percentage will be performed by the subcontractors/teaming partners, and (2) what percentage of the total subcontracted value will be performed by small and what percentage will be performed by other than small businesses throughout the contract term. The Socioeconomic Participation will be in Section H and the awardee will be required to report on actuals semiannually.

Socioeconomic Participation Plan

Performance Period	Total Contract Value	% Performed by Prime	% Performed by Subcontractor/ Teaming Partners	% of Subcontracted Value Performed by Small Business	% of Subcontracted Value Performed by Other than Small Business
Base Year	\$				
Option 1	\$				
Option 2	\$				
Option 3	\$				
Option 4	\$				

- (b) Letters of Commitment. The offeror shall submit Letters of Commitment from any business that will provide **20% or more** of the total contract value. All letters of commitment shall include the following information:
- (i) – Reference the solicitation number;
 - (ii) – Clearly state that the commitment is for support as a subcontractor on any contract/order awarded pursuant to this solicitation
 - (iii) – Identify the work or professional service disciplines to be provided through subcontracting;
 - (iv) – Identify the period covered by the commitment (e.g. contract base period and all options or other agreement);
 - (v) – Provide a general description of the subcontractor’s capacity to support proposed task(s) with a specific statement regarding capacity limits. If the subcontractor proposing as a prime or subcontractor/ teaming partner with any other offeror(s) responding to this solicitation, please describe the number of proposals you have submitted offerors the subcontractor is other and discuss if there are any capacity limitations.
- (c) Subcontracting Plan – Other than Small Businesses shall submit a Subcontracting Plan. The Prime and Subcontractor goals in the Subcontracting Plans must be the same goals proposed in the Socioeconomic Participation Plan. The Subcontracting Plan will be in more detail reflecting the breakout of the Socio-Economic Goals. See the Socio-Economic Goals stated below.
- (d) Socio-Economic Goals. Consistent with the intent of the Small Business Act, HUD is strongly committed to ensuring that small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses have maximum opportunities to participate in HUD’s procurement programs. To reinforce its commitment, HUD established socioeconomic subcontracting participation goals as stated below.
- (i) HUD Small Business Subcontracting Participation Goals:
Small Business – **28%**
 - (ii) Within that total, the following subordinate goals apply:
 - (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%**

L.13 Part II—BUSINESS PROPOSAL - Offerors shall submit the following in Part II – Business Proposal.

(a) Cover Letter (Shall no exceed 10 pages).

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

- (1) The solicitation number.
- (2) The name and address, telephone, fax numbers, Unique Entity Identifier (UEI), DUNS Number (*if available*), and Tax ID Number of the firm submitting the proposal.
- (3) List of all subcontractors with UEI and DUNS Number (*if available*), Tax ID Number numbers, and percent of work being accomplished, and the business size of each subcontractor.
- (4) The name, title, telephone and fax numbers, and email address of the person(s) preparing the proposal.
- (5) 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 (4) above..
- (6) Offerors shall **not** submit resumes with the proposals. By submitting the proposal, the Offeror affirms that it has read the sections listed below and attests that Key Personnel who meet the minimum criteria stated in the following sections of the requirement will be proposed.

G.6 HUDAR 2452.237-70 KEY PERSONNEL

G.7 Key Personnel Minimum Experience and Education Requirements

G.8 Project Manager and Alternate Project Manager

(7) Potential Conflict of Interests

(i) The Government has identified potential organizational conflicts of interests as described in (HUDAR) 2452.209-70 (Potential Organizational Conflicts of Interest) in **L.6**. It is also the responsibility of Offerors to notify the Government of any other potential conflict of interests and to identify any relevant facts which may impact the company's ability to render impartial assistance. Offerors must also inform the Government of any facts that may give the company an unfair competitive advantage.

(ii) 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.

(b) Contractor Personnel

Offerors shall provide the list of Key Personnel and other contractor and Subcontractor personnel involved in preparing the proposal **Attachment J.7 – Contractor Personnel Chart** as a workable Microsoft Excel compatible with Microsoft Office 2016.

(c) Contractor Financial Responsibility Determination

In accordance with Federal Acquisition Regulation (FAR) 9.104-1(a), contracts will only be awarded to responsible prospective contractors. To be determined responsible, an offeror must have adequate financial resources to perform the contract or the ability to obtain them. The offeror shall describe the size of the company and must submit information to support a determination of financial responsibility. The offeror must provide annual financial statements for the previous two-years (audited, if available). At a minimum, each financial statement must consist of a balance sheet and income statement. HUD will use this information to determine financial responsibility. Provide an explanation for any negative financial information disclosed, including negative equity or income. Offerors shall also provide letters of credit from a bank or other financial institution, or profit and loss statements certified by a public accountant or other documentation to demonstrate that adequate financial resources are available. If the offeror is proposing to subcontract more than 20% of the contract value proposed, equivalent information shall be provided for those subcontractors. Offerors must NOT submit tax returns.

Per (FAR) 9.102(b)(1), Subpart 9.1 - Responsible Prospective Contractors is not applicable; however if the offeror is a state agency and is proposing to subcontract more than 20% of the contract value proposed, equivalent information shall be provided for those subcontractors.

If the PHA is required to submit audited financial statements under OMB's Circular A-133, the PHA must submit audited annual financial statements for the previous two years that fully comply with the requirements of OMB Circular A-133. The audit must be performed by an independent auditor, procured using the standards in Circular A-133 and other documents referenced in Circular A-133.

If the PHA is not required to submit separate audited financial statements under OMB's Circular A-133, the PHA must submit annual unaudited financial statements for the previous two years.

HUD is not restricted to evaluating the information provided by the offeror and may utilize information obtained from any source.

(d) 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 Part 2 Business Proposal after the Cover Letter.

**(e) Subcontracting Information and Plan (Not Applicable to Small Business Concerns)
(Shall not exceed 10 pages)**

(1) HUDAR 2452.219-70

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

(2) 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.

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

The Offeror shall submit any required Representations (REPS) and Certifications (CERTS) in Volume II

(g) **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 Part 2, Business Proposal.

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

- (1) 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. All signatures shall be either a digital or blue ink signatures. In addition, include acknowledgement of any amendments issued, if any, in this section;
- (2) Complete **Attachment J.8 – Section B Prices and Labor Rates Spreadsheet** (Microsoft Excel workable spreadsheet compatible with Microsoft Office 2016). **CLIN and SubCLIN prices shall be rounded to the nearest dollar.** The total CLIN and Sub-CLIN total price shall be the quantity times the unit price. The total price for each CLIN and Sub-CLIN shall not be more than the total prices for the CLINs and Sub-CLINs in **Attachment J.9 - Price Proposal Spreadsheet**.
- (3) **FFP: Firm-Fixed Price and FP-FUR: Fixed Price-Fixed Unit Rate CLINs**

Complete **Attachment J.9 - Price Proposal Spreadsheet** (Microsoft Excel workable spreadsheet compatible with Microsoft Office 2016). **CLIN and SubCLIN prices shall be rounded to the nearest dollar.** Offerors shall break down their total price to reflect labor categories, fully burdened labor rates, number of hours, materials and any other costs that make up the bottom line price. Offerors shall submit prices that are consistent with the requirements set forth in the Performance Work Statement. If the offeror proposes annual cost of living increases, the offeror must support the proposed increases with historical and relevant market index information.

a. **Tab 1 – Price -Base & Options:**

- (i) Complete B.1 through B.6.
- (ii) Complete Column B “Contractor Proposed Labor Category Equivalency Column”

Key Personnel minimum requirements are identified in **Section G.7**. If different titles are proposed than what is listed in **Section G.6**, the Offeror shall list the corresponding labor title in the “Contractor Proposed Labor Category Equivalency Column” on the spreadsheet. The Offeror may add rows as required but **hours must be proposed in the applicable Key Personnel categories for the tasks as applicable**. If additional rows are added on TAB 1, the same amount of rows must be added to TAB 3 through TAB 8.

The offeror shall not delete rows. If no hours are required in a labor category on the spreadsheet, leave that row blank or type “0” hours.

NOTE: The other cells are formulas and will automatically populate after the other tabs are done. Please check for accuracy after the other tabs have been completed.

b. **Tab 2 – Task Base & Options:** The formulas will automatically complete this tab.

NOTE: Please check for accuracy after you complete the tabs below.

c. **Tab 3 through Tab 7**

- (i) Complete Column B “Contractor Proposed Labor Category Equivalency Column”
See instructions in paragraph a.(ii) above.
- (ii) Complete proposed hours and burdened labor rates.
- (iii) Complete Other Direct Costs (ODCs) if applicable.

d. **Tab 8 – Base & Option Rates** Complete loaded rates for Base and Options

(4) **LH: Labor Hour CLINs**

Complete the fully burden labor rates for the Base Year and Options in **Attachment J.8 – Section B Prices and Labor Rates Spreadsheet** (Microsoft Excel workable spreadsheet compatible with Microsoft Office 2016). See the minimum criteria for the proposed personnel in Section **G.7**. The Government is not obligated to order any specific minimum or maximum number of hours from any labor category or combination of categories.

- (5) 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.14 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(a) **Prohibition. See FAR 4.2102.**

- a. This FAR provision contains **TWO separate prohibitions**. The prohibitions are similar, but have **different applications**:

- i. **Prohibition 1** (see FAR 4.2102(a)(1)):

- 1. Agencies are prohibited from procuring or obtaining, extending or renewing a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception applies or the equipment or services are covered by a waiver.
 - 2. This prohibition applies to the use of covered telecommunications equipment or services **in the performance of work under any Federal contract** resulting from this solicitation.
 - 3. This prohibition **flows down to all subcontracts** and other contractual instruments resulting from this solicitation at all levels.

- ii. **Prohibition 2** (see FAR 4.2102(a)(2)):

- 1. Agencies are prohibited from entering into a contract, extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or critical technology as part of any system, unless an

- exception applies or the covered telecommunications equipment or services are covered by a waiver.
2. This prohibition applies to the use of covered telecommunications equipment or services, **regardless of whether the use is in performance of work under a Federal contract.**
 3. This prohibition **does not flow down to subcontracts** and other contractual instruments resulting from this solicitation.
- b. The general difference between the two prohibitions is as follows. No covered telecommunications equipment may be used in the performance of a federal government contract at any level (absent an exception). Federal prime contractors may not use covered telecommunications equipment **at all**, in any line of business (absent an exception). Subcontractors on a federal contract may not use covered telecommunications equipment to perform a subcontract to a federal contract (absent an exception) but may use covered telecommunications equipment for efforts and lines of business **unrelated** to the subcontract to a federal contract. This synopsis is provided as a plain language aid and does not modify or waive any FAR provisions or clauses. Contractors with questions about the specific applicability of the two provisions to their situation should seek legal advice. Contractors are responsible for compliance with the specifics of FAR 4.2102 notwithstanding anything in this synopsis.

(b) Waivers

The granting of waivers is discretionary.

(c) Proposal Submission

- (1) If the offeror selects "does" in paragraph (c)(1) of the provision at [52.204-26](#) or paragraph (v)(2)(i) of the provision at [52.212-3](#), the offeror will be required to complete the representation in paragraph (d)(1) of the provision at [52.204-24](#).
- (2) If the offeror selects "does" in paragraph (c)(2) of the provision at [52.204-26](#) or paragraph (v)(2)(ii) of the provision at [52.212-3](#), the offeror will be required to complete the representation in paragraph (d)(2) of the provision at [52.204-24](#).
- (3) If an offeror selects "will" in paragraph (d)(1) of the provision at [52.204-24](#), the offeror must provide the information required by paragraph (e)(1) of the provision at [52.204-24](#). **The offeror shall submit a mitigation plan stating actions taken or being taken and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The mitigation plan shall include a timeline for corrective actions. The contractor shall submit all requirements listed in this paragraph with the submission of the business proposal and should address all instances requiring mitigation for the prime and any proposed subcontractors, partners, or other contractual instruments.**
- (4) If an offeror selects "does" in paragraph (d)(2) of the provision at [52.204-24](#), the offeror must provide the information required by paragraph (e)(2) of the provision at [52.204-24](#). **The offeror shall submit a mitigation plan stating actions taken or being taken and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The mitigation plan shall include a timeline for corrective actions. The contractor shall submit all requirements listed in this paragraph with the submission of the business proposal.**

(5) The Offeror shall not complete the representations at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

L.15 FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE RFP

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.

L.16 DRAFT SOLICITATION QUESTIONS AND COMMENTS

(a) All questions and comments regarding this solicitation will be accepted through **August 29, 2022 at 4:00 P.M EDT** via email to HAPSS@hud.gov. Questions or comments related to this solicitation must be submitted utilizing **Attachment J.10 – Contractor Questions Spreadsheet**.

Offerors shall **use consecutive numbering per each Section Title and include the specific section referenced, title** (i.e. *C.5.6.2.1 Occurrence of a Natural Disaster or other Catastrophic Event*), and **page number** for each question or comment submitted.

(1) Attachment J,10 with Questions and Comments shall be submitted via email to: HAPSS@hud.gov

(2) The Subject line shall be: *Name of Your Company* – HAPSS Questions -Comments – 86614622R00001

Due to HUD's email limitations, the file shall not exceed 60 megabytes. Offerors should send the email with a Request for Delivery Receipt for tracking purposes and verification of their submission.

L.17 PROPOSAL SUBMISSION

(a) Proposals shall be submitted via email to: HAPSS@hud.gov

(b) The Subject line must include: *Name of Your Company* – HAPSS Proposal – 86614622R00001

Due to HUD's email limitations, the email and attachments may not be larger than 60 megabytes. If applicable, you may need to submit your proposal in more than one email. To verify your response please request a Request for Delivery receipt.

SUBMISSION OF PROPOSAL BY FAX , HANDCARRIED ,OR MAIL IS NOT ACCEPTABLE.

L.18 PROPOSAL DUE DATE 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

- (a) 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.
- (b) 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.

- (c) It is the Government's intent to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should be their best effort and contain the offeror's best terms from a price standpoint. If award is made without discussions, proposal revisions will not be permitted. However, the Government reserves the right to conduct discussions if the Contracting Officer (CO) determines them to be necessary.

M.5 TECHNICAL EVALUATION FACTORS

M.5.1 FACTOR 1: LABOR MIX AND LEVEL OF EFFORT

The Government will evaluate the following regarding the proposed labor mix and level of effort:

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 PWS.

M.5.2 FACTOR 2: MANAGEMENT PLAN

(a) Management Plan

- (1) The government will evaluate how well the Management Plan submitted is clear, concise, and demonstrates it will result in meeting the requirements contained within the Performance Work Statement.
- (2) How well the proposed Management Plans demonstrates the achievement of the Government's requirement by clearly delineating the following:
 - a. a plan that demonstrate 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;
 - d. a project schedule that demonstrates a clear understanding of the required operations and HUD requirements with realistic timeframes for performing all tasks, subtasks, meetings, and deliverables;
 - e. a plan that demonstrates clear lines of authority from the top of the organization to all those working on this effort.

(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.

M.5.3 FACTOR 3: PAST PERFORMANCE

HUD will not evaluate past performance references submitted in excess of those allowed in the Instructions to Offerors. HUD will evaluate references in the order in which they appear in the proposal up to the maximum allowed number.

HUD will not evaluate incomplete references, including those missing quality information (i.e., past performance survey, CPARS, etc.). Offerors who fail to furnish available past performance information required by this solicitation may be disqualified from award.

In evaluating Past Performance, HUD will address three components – recency, relevancy, and quality. This factor’s primary emphasis is to assess the past performance of the proposed prime contractor (or the primary member(s) of a team, joint venture, or other arrangement). However, if significant subcontracting/use of other teaming arrangements is anticipated, the past performance history of the proposed subcontractors/other team members will also be evaluated.

(a) **Recency** - All references will be first assessed for recency. HUD will consider only references with at least six (6) months of performance that was performed within the last three (3) years dating from this solicitation’s initial closing date for receipt of proposals.

(b) **Relevancy** - Of those determined to be recent, HUD will assess the degree of similarity in the past performance efforts submitted to the solicitation requirements to determine relevancy. For this solicitation, Relevant efforts are those that involve one or more of the following: (1) housing subsidy administration and oversight, (2) resident complaint response (including housing quality oversight), (3) rent setting, (4) monitoring reviews, (5) subsidy payment administration, including household income verification, recertification and subsidy payment review, or (6) experience in housing rental subsidy contract administration including renewals and terminations. Larger, more complicated efforts that involve more sorts of relevant work may be found more relevant. Efforts performed for HUD may also be found more relevant.

(c) **Quality** – Of those determined to be recent and relevant, HUD will then assess relevant past performance efforts for quality. HUD may give little or no weight to quality information provided in the offeror’s past performance narratives that cannot be validated by a source other than the offeror itself. Past Performance Survey ratings of “Excellent” or “Very Good” that are not supported with a narrative will be considered only “Satisfactory.” Past Performance Survey ratings of “Unsatisfactory” that are not supported with a narrative will be considered only “Marginal.”

The final rating under this factor will encompass the totality of the information provided. The assigned rating will reflect the Government’s overall confidence in the offeror’s ability to successfully perform this effort. HUD may draw stronger conclusions for offerors with more recent, relevant efforts than for those with less. The final rating will range from Excellent/Very Low Risk/Very High Confidence to Unsatisfactory/Very High Risk/Very Low Confidence. HUD may give less weight to subcontractor, predecessor, or successor past performance. Offerors that have addressed this factor and have no relevant and recent past performance history from any source will be rated as Neutral (Neutral Confidence), which is considered neither negative nor positive.

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, including the Government’s Contract Performance Assessment Reporting System (CPARS).

M.5.4 FACTOR 4: SOCIOECONOMIC PARTICIPATION

The government will evaluate this factor as follows:

(a) Excellent

If a proposal meets the following criteria, it will receive an excellent rating:

(1) Small Businesses

The offeror is a small business that is performing 100% of the contract value for each performance period with its own workforce

and

The proposed Socioeconomic Participation Plan reflects the goals above for Excellent for prime and subcontracting goals.

or The offeror is a small business and proposes to subcontract 49% or less of the contract value for each performance period and 60% or more of the proposed subcontract value will be made to small businesses;
and

The proposed Socioeconomic Participation Plan reflects the criteria above for Excellent for prime and subcontracting goals.

or

(2) Other Than Small Businesses

The offeror is not a small business and proposes to maximize small business participation by subcontracting 35% - 49% of the contract value for each performance period and at least 75% of the subcontracted value proposed to go to small businesses;

and

The proposed Socioeconomic Participation Plan reflects the criteria above for Excellent for prime and subcontracting goals.

and

The proposed Subcontracting Plan reflects the criteria above for Excellent for prime and subcontracting goals.

(b) Good

If a proposal meets the following criteria, it will receive a good rating:

(1) Small Businesses

The offeror is a small business and proposes to subcontract 49% or less of the contract value for each performance period and 45% to 59% of the proposed subcontract value will be made to small businesses;

and

The proposed Socioeconomic Participation Plan reflects the criteria above for Good for prime and subcontracting goals.

or

(2) Other Than Small Businesses

The offeror is not a small business and proposes to maximize small business participation by subcontracting 35% - 49% of the contract value for each performance period and 60% to 74% of the subcontracted value proposed to go to small businesses;

and

The proposed Socioeconomic Participation Plan reflects the criteria above for Good for prime and subcontracting goals.

and

The proposed Subcontracting Plan reflects the criteria above for Good for prime and subcontracting goals.

(c) Fair

If a proposal meets the following criteria, it will receive a fair rating:

(1) Small Businesses

The offeror is a small business and proposes to subcontract 49% or less of the contract value for each performance period and 30% to 44% of the proposed subcontract value will be made to small businesses;

and

The proposed Socioeconomic Participation Plan reflects the criteria above for Fair for prime and subcontracting goals.

or

(2) Other Than Small Businesses

The offeror is not a small business and proposes to maximize small business participation by subcontracting

35% - 49% of the contract value for each performance period and 50% to 59% of the subcontracted value proposed to go to small businesses;

and

The proposed Socioeconomic Participation Plan reflects the criteria above for Fair for prime and subcontracting goals.

and

The proposed Subcontracting Plan reflects the criteria above for Fair for prime and subcontracting goals.

(d) Marginal

If a proposal meets the following criteria, it will receive a marginal rating:

(1) Small Businesses

The offeror is a small business and proposes to subcontract 49% or less of the contract value for each performance period and 29% to 20% of the proposed subcontract value will be made to small businesses;

and

The proposed Socioeconomic Participation Plan reflects the criteria above for Marginal for prime and subcontracting goals.

or

(2) Other Than Small Businesses

The offeror is not a small business and proposes to maximize small business participation by subcontracting 20% - 49% of the contract value for each performance period with 40% to 49% of the subcontracted value proposed to go to small businesses;

and

The proposed Socioeconomic Participation Plan reflects the criteria above for Marginal for prime and subcontracting goals.

and

The proposed Subcontracting Plan reflects the criteria above for Marginal for prime and subcontracting goals.

(e) Unsatisfactory

If a proposal meets the following criteria, it will receive an unsatisfactory rating:

(1) Small Businesses

The offeror is a small business and

The offeror failed to submit the Socioeconomic Participation Plan that reflects the criteria for Prime and Subcontracting for either Excellent, Good, Marginal or Fair respectively.

or

The offeror failed to submit Letters of Commitment that adequately respond to all five criteria listed in Section L.

(2) Other Than Small Businesses

The offeror is not a small business and

The offeror failed to submit Socioeconomic Participation Plan that reflects the criteria for Prime and Subcontracting for either Excellent, Good, Marginal or Fair respectively.

or

The offeror failed to submit a Subcontracting Plan that reflects the criteria for Prime and Subcontracting for either Excellent, Good, Marginal or Fair respectively.

or

The offeror failed to submit Letters of Commitment that adequately respond to all five criteria listed in Section L.

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.

FAR 52.217-8

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.

Transition Out

The contractor will perform contract services specified in the PWS and at the prices listed in Section B for the performance period prices in effect when the Transition-Out option is exercised.

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.