

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A (RATED) ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 65 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. R-ATL-01971		4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)		5. DATE ISSUED April 27, 2010
7. ISSUED BY: CODE U.S. Department of Housing and Urban Development Southern Field Contracting Operations 40 Marietta Street, NW, 14 th Floor Atlanta, GA 30303				8. ADDRESS OFFER TO (If other than Item 7) Kimberlee Satterfield U.S. Department of Housing and Urban Development Southern Field Contracting Operations 40 Marietta Street, NW, 14 th Floor Atlanta, GA 30303		

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION						
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in						
the depository located in		40 Marietta Street, NW, 14 th Floor, Atlanta, GA 30303		until	2:00 p.m. EST (Hour)	local time May 27, 2010 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Kimberlee L. Satterfield	B. TELEPHONE NO. (NO COLLECT CALLS) 678-732-2574	C. E-MAIL ADDRESS kimberlee.l.satterfield@hud.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of the amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
AND ADDRESS OF OFFEROR				

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE ☐	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)			
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION ☐ 10 U.S.C.2304 (c) () ☒ 41 U.S.C. 253(c) (2)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27 UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28 AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 Contract Definition

This is a Requirements contract as defined at Section 16.503 of the Federal Acquisition Regulation (FAR) and in Section I.4, FAR clause 52.216-21, Requirements. Services or supplies provided by the contractor under this contract shall be secured by the issuance of delivery orders (for supplies) or task orders (for services). Orders shall be placed in accordance with the following clauses: FAR 52.216-18, Ordering; FAR 52.216-19, Order Limitations; and with [] Delivery Ordering Procedures, or [X] Task Ordering Procedures.

B.2 Services

The contractor shall provide professional support services for real estate property sales closing services for single-family (1 – 4 units) properties owned by the U.S Department of Housing and Urban Development (HUD) located within the geographic area described in Paragraph B.6 below for the Atlanta Homeownership Center (HOC).

B.3 Performance Period

This contract will have a base performance period of one year plus two one-year option periods, if exercised. Total length of the contract, including the option periods, shall not exceed three years from date of contract award.

B.4 Pricing

As total compensation for all services performed under this contract, the contractor will be paid according to the Contract Line Item Number (CLIN) prices listed herein. The unit price for Property Closing Services specified herein shall be inclusive of all costs, including, but not limited to, the cost of phones, postage, shipping, delivery costs, courier costs, express mail, faxing, transportation, document reproduction, wire transfer fees, audit costs, title search costs, title examination cost and all office requirement as referenced in this contract. The unit prices for the CLINS entitled Recordation Services and Title Search Services specified herein shall be inclusive of all costs specific to those services.

NOTE: See Section H, Special Contract Requirements, for additional information.

B.5 Third Party Closings

The CLIN entitled *Third Party Property Closing Services* (CLIN 0004) in the following unit pricing schedule represents the unit price for the closings where a third party performs the closing. Third party closings are identical to a non-third party closing with the exception the Contractor is not required to prepare the HUD-1.

B.6 Geographic Area:

Western North Carolina consisting of the following counties: Alexander, Alleghany, Anson, Ashe, Avery, Buncombe, Burke, Cabarrus, Caldwell, Catawba, Clay, Cleveland, Cherokee, Davidson, Davie, Forsyth, Gaston, Graham, Haywood, Henderson,, Iredell, Jackson, Lincoln, Macon, Madison, McDowell, Mecklenburg, Mitchell, Polk, Rowan, Rutherford, Stanley, Stokes Surry, Swain, Transylvania, Union, Yadkin, Yancy, Watauga, and Wilkes .

Western North Carolina

ITEM NO SUPPLIES/SERVICES	EST QTY *	UNIT	UNIT PRICE	TOTAL AMOUNT
Base Year				
CLIN 0001: Property Closing Services	1800	EA	_____	_____
CLIN 0002: Recordation Services (See Note 2 below)	5	EA	_____	_____
CLIN 0003: Title Search Services (See Note 3 below)	5	EA	_____	_____
CLIN 0004: Third Party Property Closing Svcs.	540	EA	_____	_____
CLIN 0005: Aborted Sales	180	EA	_____	_____
CLIN 0006: Travel (See Note 1 below)	1	Trip	_____	_____
CLIN 0007: Optional to Include Record Shipment (See Note 4 below)	1	Lot	_____	_____
BASE TOTAL				_____

ITEM NO SUPPLIES/SERVICES	EST QTY*	UNIT	UNIT PRICE	TOTAL AMOUNT
Option Year 1				
CLIN 0001: Property Closing Services	1980	EA	_____	_____
CLIN 0002: Recordation Services (See Note 2 below)	5	EA	_____	_____
CLIN 0003: Title Search Services (See Note 3 below)	5	EA	_____	_____
CLIN 0004: Third Party Property Closing Svcs.	594	EA	_____	_____
CLIN 0005: Aborted Sales	198	EA	_____	_____
CLIN 0006: Optional to Include Record Shipment (See Note 4 below)	1	Lot	_____	_____
OPTION YEAR 1 TOTAL				_____

ITEM NO SUPPLIES/SERVICES	EST QTY*	UNIT	UNIT PRICE	TOTAL AMOUNT
Option Year 2				
CLIN 0001: Property Closing Services	2079	EA	_____	_____
CLIN 0002: Recordation Services (See Note 2 below)	5	EA	_____	_____
CLIN 0003: Title Search Services (See Note 3 below)	5	EA	_____	_____
CLIN 0004: Third Party Property Closing Svcs.	624	EA	_____	_____
CLIN 0005: Aborted Sales	207	EA	_____	_____
CLIN 0006: Record Shipment (See Note 4 below)	1	Lot	_____	_____
OPTION YEAR 2 TOTAL				_____

Estimated Total Value for all Contract Performance Periods

* See paragraph I.4, FAR Clause 52.216-21 Requirements (OCT 1995)

NOTE 1: CLIN 0006, Travel under the base year is for one time training purpose only in the base year. Travel expenses are reimbursable expenses that are based on the Federal Travel Regulation which can be found at www.gsa.gov/travelpolicy. The Contractor shall be required to submit their itinerary to the GTR for approval prior to finalizing travel plans.

NOTE 2: CLIN 0002, Recordation Services, See Task C.5.7, Additional Services of the Performance Work Statement.

NOTE 3: CLIN 0003, Title Search Services, See Task C.5.7, Additional Services of the Performance Work Statement.

NOTE 4: Record Shipment CLIN is provided as an optional service to ensure the disposition of records. This CLIN will be utilized at the expiration of the contract, and is a reimbursable expense that has a ceiling limit of \$5,000.00. Any cost above the ceiling limit, the Contractor shall be required to contact the Contracting Officer and GTR for approval. Contractor shall submit receipts of shipment cost to the Contracting Officer and GTR upon shipment for reimbursement.

SECTION C- PERFORMANCE WORK STATEMENT (PWS)

C.1 GENERAL

C.1.1 SCOPE

- A. Purpose. The Closing Agent shall proactively work with HUD's Asset Managers; any successor Closing Agents and the Government Technical Representative (GTR) and Government Technical Monitor (GTM) to ensure closings are prepared timely. The Closing Agent shall perform to meet or exceed the performance standards specified in this contract. Occasionally, the purchaser may choose to use a third party to perform their closing. In these instances, the Closing Agent (or a bonded agent) is required to physically represent HUD at all third party closings.
- B. Objectives. The primary objectives of this contract are to:
1. Proactively represent HUD's interests at the sales closing.
 2. Close on the sales contract in accordance with section C.5.
 3. The Closing Agent shall have a closing agent office located in the contract area. The Closing Agent shall ensure closings are to be held at the closing agent's office (if the office is no more than 60 miles from the HUD property that is being purchased) or at a professional office facility located no more than 60 miles from the HUD property that is being purchased.
 4. Ensure HUD funds received are accurately and timely provided to Treasury, and
 5. Accomplish the closings with error-free closing documents.
- C. Results and Outputs. The Closing Agent's performance under this contract shall ensure:
1. Closings are fully and accurately completed and reconciled in accordance with Section C.5.
 2. HUD funds are wire-transferred to Treasury.
 3. The Closing Agent's internal quality management will ensure minimal errors in processing all requirements; and
 4. HUD reserves the right to utilize customer service surveys to reveal whether or not the Closing Agent is providing outstanding customer service to purchasers and real estate brokers (thereby reflecting a positive image of HUD).

C.1.2 BACKGROUND

- A. Single Family Mortgage Insurance Program. The Federal Housing Administration (FHA), an agency of the United States Department of Housing and Urban Development (HUD), administers the Single Family Mortgage Insurance Program. Upon default and foreclosure of a FHA insured loan, the lender files a claim for insurance benefits. In exchange for payment of a claim, a lender conveys a foreclosed property to HUD. HUD, through an Asset

Manager, then manages and sells a sizable inventory of single family homes in a manner that promotes homeownership, preserves communities and maximizes return to the FHA insurance fund. To complete the sales of the properties, HUD requires the services of closing agent (referred to as “Closing Agent” hereafter) to perform all necessary closing activities on its behalf.

- B. Interaction/Impact. Performance under this contract will involve interaction with homebuyers and their representatives in the real estate community, mortgage lenders, non-profit housing and advocacy organizations, staff from HUD’s Homeownership Center (HOC), and other service providers under contract to HUD such as the Asset Managers. Additionally, this contract may be impacted by changes in regulation or legislation, and housing policy initiatives identified by the White House or the HUD Secretary.

C.1.3 INSURANCE, LICENSES, CERTIFICATION AND PERMITS

- A. The Closing Agent shall obtain necessary licenses, insurance certifications, and permits required in the performance of the contract (whether required by common law, practice or otherwise) and comply with any federal, state, county, municipal and local laws, codes and regulations and restrictions applicable to the performance under this contract. A copy of all the Closing Agent’s required licenses, insurance certifications and permits shall be provided to HUD within five business days of request.
- B. The Closing Agent shall notify HUD within one business day of the receipt of any suspension or revocation of the aforementioned licenses, insurance certifications, and permits.
- C. The Closing Agent shall maintain an Errors & Omissions Insurance Policy/ Malpractice Policy with minimum coverage as follows: \$250,000 per incident, \$2 million per year.

C.1.4 QUALITY CONTROL (QC) PLAN

The Closing Agent shall establish and maintain a complete QC plan to ensure the requirements of the contract are provided as specified. One copy of the Closing Agent’s preliminary plan shall be provided to the contracting officer no later than submission of the offeror’s proposal. The Closing Agent shall provide one complete copy to the Contracting Officer as any updates/changes occur. The Closing Agent shall submit a final copy of the QC Plan within 10 days of contract award. HUD reserves the right to recommend changes to the final QC Plan. The plan shall include:

1. Identification of the tools the Closing Agent will use to ensure all required time frames in the contract are met.
2. A QC review system covering all of the service requirements listed on the Performance Requirements Summary (See Attachment 4). It shall specify the requirements to be reviewed on a schedule as determined by HUD and the title of the individual(s) who will perform the reviews. It shall also specify how records of all reviews conducted by Closing Agent personnel will be maintained, including documentation of corrective action taken when reviews reveal discrepancies, and where those records will be maintained to ensure availability of access to HUD personnel throughout the term of the contract; and

3. Adequate internal quality control measures shall ensure that:
 - a. files and file documents are managed and controlled to prevent any loss of documents;
 - b. funds received are paid out in a proper and timely manner; and
 - c. files are reconciled in a timely manner.
4. Acceptable Oversight shall at a minimum:
 - a. identify the methods/processes the offeror will use to oversee contract performance to clearly ensure quality and timely performance and to prevent, detect, and correct any deficiencies in contract performance with little or no need for Government intervention; and
 - b. procedures, processes, and controls the contractor will use to prevent/eliminate the potential for fraud waste, or abuse of HUD funds and/or any other funds received in the performance of the contract.

C.1.5 QUALITY ASSURANCE

HUD will develop a performance requirement summary plan to be used to provide contract oversight. The plan will include various methods of assessing performance, including 100% sampling and/ or partial sampling at HUD's discretion. HUD reserves the right to perform on-site reviews at any time during the performance of this contract. When the method of surveillance is a review of samples during on-site reviews, the period reviewed will be since the last on-site review or as determined by HUD. Unless otherwise determined by HUD, where partial sampling is indicated, the results of the sampling are to be considered representative of the Closing Agent's performance on the entire workload during the period in review (See Attachment 4).

C.1.6 NORMAL WORKING HOURS

The Closing Agent shall maintain the office to conduct closings for assigned properties and provide service from 8:00 a.m. to 4:30 p.m. local time in the geographic area, Monday through Friday, with the exception of recognized Federal holidays (Section F.3) and other industry-accepted days to be closed, (e.g., Friday after Thanksgiving) as agreed upon between the Contracting Officer and the Closing Agent.

C.1.7 RECORDS MAINTENANCE

- A. Throughout the entire life of the contract, the Closing Agent shall maintain a record keeping system which will ensure that documents are:
 1. properly and promptly filed upon receipt;
 2. not lost or misplaced;
 3. easily and promptly retrieved upon request by the GTR or GTM, Contracting Officer, or any other authorized person; and
 4. maintained with complete confidentiality.

B. Maintain the complete record of each closing, keeping all information confidential as directed by the GTR/GTM or designee. Retain all pertinent records throughout the life of the contract. At expiration of contract, provide all such records to the GTR/GTM or designee immediately. Minimum records to be maintained include:

1. Bank statements and proof of deposits for the escrow account;
2. Proof of wire transfers of proceeds including the wire confirmation number provided by the financial institution initiating and executing the wire;
3. Copies of cancelled checks for disbursements (including the property address, FHA case number and notation of types of expenses);
4. A log of all payments made (reflecting the FHA case number, date, amount, purpose, and if payment was made at closing or outside of closing);
5. Copies of each document related to the closing performed; and
6. Copies of all receipts for actual cost reimbursements.

C.1.8 CUSTOMER SERVICE

Inasmuch as the Closing Agent's performance reflects directly on the Department, customer service is a priority under this contract. The Closing Agent shall work to perform the highest level of customer service to HUD's homebuyers and real estate brokers. HUD reserves the right to provide customer satisfaction surveys or other methods as determined appropriate to evaluate performance from the perspective of the buyer and the real estate broker.

C. 2 DEFINITIONS/ACRONYMS

For purposes of this contract, the following definitions/acronyms shall apply:

ACCEPTABLE QUALITY LEVEL (AQL) – The level of performance required of the Closing Agent in order to be considered acceptable.

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

ASSET CONTROL AREA (ACA) – An established area for which there is an agreement between HUD and a local county or state government or approved nonprofit organization to purchase HUD-owned properties and future HUD acquisitions.

ASSET MANAGER - The ASSET MANAGER is under contract to HUD to be the entity designated to act on behalf of HUD with regard to sales closings and furnishings of sales contracts to the closing agent.

ASSIGNED CLOSING – A sales transaction for which the Closing Agent has received an executed copy of the Sales Contract (HUD-9548) from the Asset Manager.

AUDIT – Financial account reconciliation based on accepted accounting industry standards.

CANCEL – To call off, usually without expectation of conducting or performing at a later time.

CLOSING AGENT - A person that provide professional support services for the Atlanta Homeownership Center (HOC) for real estate property sales closing services for single-family (1 – 4 units) properties owned by the U.S Department of Housing and Urban Development (HUD) located within the geographic area(s) under this contract (i.e. closing agent or bonded agent).

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

CONTRACTING OFFICER – A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

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

DELAY– To put off, postpone, to stop, detain or hinder for a time with the expectation of conducting or performing at a later time.

FHA – The Federal Housing Administration.

GTM – The Government Technical Monitor.

GTR – Government Technical Representative.

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

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

KEY PERSONNEL – For this contract are defined as the on-site contract manager, and alternate on-site contract manager, responsible to oversee document preparation and closings. Additionally, the person responsible for the contract and anyone who may make decisions on his/her behalf (e.g., president, legal assistant, etc.) will be considered as key personnel.

METHOD OF SURVEILLANCE – The primary inspection methods the Government will use to evaluate the Closing Agent’s performance in meeting the performance requirements.

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

P260 – An internet based system that will serve as the primary system of record for all REO case management transactions. This system will assign each HUD-owned property for Vendors to track the disposition activity from conveyance to sale.

PERFORMANCE STANDARD – The performance requirement for each listed service which the Closing Agent is required to perform.

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

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

TABLE FUNDED – All funds in the transaction are received and disbursed at time of closing, unless table funding is prohibited by state statute and approval has been given by the GTR.

THIRD PARTY CLOSING – Any instance where a purchaser/funding lender uses a closing agent other than HUD's contracted closing agent.

THREE-WAY ESCROW ACCOUNT RECONCILIATION – a reconciliation of book balance, bank balance and escrow trial balance (i.e., list of files and their balances).

C.3 GOVERNMENT FURNISHED PROPERTY: NOT APPLICABLE

C.4 CLOSING AGENT FURNISHED ITEMS

- A. The Closing Agent shall establish and maintain a fully staffed, equipped and supplied office in the geographic area of the contract and provide all necessary facilities, materials, supplies, equipment, supervision and personnel to perform the Real Estate Closing Services, as required in this Performance Work Statement.
- B. The Closing Agent shall assign Key Personnel whose names are identified in the proposal and who are integral to the performance of the task requirements. The Closing Agent shall represent/acknowledge that all personnel assigned to this contract are capable of working independently and with demonstrated knowledge, skills and expertise in their respective areas necessary to perform all assigned duties. If the Closing Agent's personnel do not possess the expertise necessary to perform the tasks required in the contract, then the Closing Agent shall be responsible for appropriate training and/or replacing personnel. Key Personnel shall be available during normal duty hours to meet with HUD staff to discuss problem areas and shall have full authority to act for the Closing Agent on all contract matters relating to daily operations of the contract.
- C. The Closing Agent is fully responsible for any work performed by its subcontractors.
- D. The Closing Agent shall ensure closings are to be held at the closing agent's office or a professional office facility no more than 60 miles from the property.

C.5 SPECIFIC TASKS AND DELIVERABLES

C.5.1 Task 1 Escrow Account

The primary objective of the escrow account is to maintain funds for closings of HUD-owned properties. For special incentive programs offered by HUD to homebuyers and brokers, closing instructions shall be provided by the Asset Manager with the contract package.

1. The Closing Agent shall establish a non-interest bearing escrow account (unless state law requires an interest-bearing account) for all sales proceeds, including earnest money deposits, loan proceeds, and purchaser's funds presented at closing, in the name of the Closing Agent with the designation: "As Trustee for the U.S. Department of Housing and Urban Development." In the event that the state law requires an interest-bearing account, documentation to verify this requirement must be provided to the GTR and Contracting Officer. The Atlanta HOC REO Director, GTR and Contracting Officer shall have written authorization from the Closing Agent directing the financial institution holding the escrow account to grant the Atlanta HOC REO Director, GTR and the Contracting Officer immediate access, upon request, to all account information including, but not limited to, read-only online access. A copy of written authorization for account information access shall be submitted to HUD within 10 days of contract acceptance. All distributions of funds shall be made from this account. The cost of maintaining and operating this account is at the expense of the Closing Agent. This escrow account shall be used only for purposes of this contract and, in the event the Closing Agent has multiple contracts with HUD, the Closing Agent shall ensure that a separate account is maintained for each contract area and shall not commingle funds for different areas. The escrow account shall be established in a bank that gives credit for deposited funds immediately upon clearance, and has the capacity to transmit all of the information contained in the SAMS-1103. The Closing Agent shall enter into a letter of agreement with its bank that upon demand by the Atlanta HOC REO Director, GTR or the Contracting Officer, the account will be re-titled into HUD's name. The Closing Agent is to be the sole custodian of the HUD Trust account. The Closing Agent may not subordinate HUD Trust account responsibilities or allow account access to its affiliates. If at any time the Closing Agent is unable to continue compliance with these requirements, the Closing Agent shall immediately notify the GTR or GTM and the Contracting Officer. Such notification shall include proposed actions to achieve compliance. The Closing Agent shall provide a copy of its monthly bank statement to the GTR or GTM on a monthly basis within 10 days after receipt of the monthly bank statement from the bank.
2. As soon as possible following termination or expiration of this contract, but no later than 90 days following such termination or expiration, the Closing Agent shall close the escrow account and provide HUD with a cashier's check for any balance in the account. Within 30 days following closing of the account, but no later than 120 days following the termination or expiration of the contract, the Closing Agent shall provide HUD with an appropriate reconciliation of all funds covered by said cashier's check, including a copy of the final bank statement showing a zero balance in the account
3. The Closing Agent shall notify HUD of the full names of each individual designated with signatory authority on each contract escrow account.

4. The Closing Agent shall notify HUD of the full names of each individual authorized to execute wire transmittals.
5. The Closing Agent shall conduct on a monthly basis three-way escrow account reconciliations.
6. The Closing Agent shall present an annual escrow account audit by an independent accounting firm that acknowledges that it has reviewed the 12 previous months three-way escrow account reconciliations and provide a detailed description of the problems detected in the audit and steps that should be taken to rectify the problems. The annual escrow audit shall be due to HUD within 45 days following the annual anniversary of the contract award.
7. The Closing Agent shall disclose in writing to HUD the results of any escrow account audits conducted by its title insurance carriers within three business days of receipt. In the alternative, the Closing Agent may sign a release of information authorizing the title insurance carrier to release information regarding the escrow account audit directly to HUD. Any information pertaining directly to confidentiality of the closing agent's clients may be redacted from the audit report via black out.

C.5.2 Task 2 Pre-closing Activities

- A. The Closing Agent shall perform all pre-closing actions including, but not restricted to those detailed below, to ensure the closing occurs as scheduled.

1. Open Closing File.

The Closing Agent shall open all closing files and deposit earnest money funds, if applicable, no later than three business days after receipt of the contract package from the Asset Manager. The contract package shall include:

- a. A signed sales contract (HUD 9548) with any addendums and amendments. Within 48 hours of assignment, the Closing Agent must ensure it receives from the Asset Manager the HUD 9548-D, Individual Owner-Occupant Certification addendum if line 8 on the 9548 Sales Contract is checked "owner occupant." If the Closing Agent does not receive the 9548-D, it is not to proceed with the closing;
- b. Title evidence (when available);
- c. Documentation regarding status of rents due to HUD (when purchaser is HUD's tenant); and
- d. Bulk Sales listing (if applicable).

2. Earnest Money.

The closing agent shall hold the earnest money unless prohibited by state law or regulation.

3. Title Search.

The Closing Agent shall order a minimum of a 30-year title search and forward the report to the Asset Manager within seven business days of assignment. If the results of the search reveal any federal government interests, the Closing Agent shall consult with the GTR prior to forwarding the report to the Asset Manager.

4. Written Notification. The Closing Agent shall provide written notifications as required.

- a. No more than two business days after the receipt of the closing file, the Closing Agent shall provide notification of contract receipt to the real estate agent. The letter shall include a notification of assignment, the file number, the name of the closing officer, the latest possible closing date, the terms of any extensions, and a request for the establishment of a firm closing date. The package shall also include a letter to the buyer notifying him/her that:

- (1) HUD does not require the buyer to obtain owner's title insurance as a condition of the purchase;
- (2) If the buyer elects to obtain owner's title insurance, they may elect to purchase owner's title insurance from any firm offering such insurance if selecting a firm other than the closing agent will not cause any delays in the closing;
- (3) If the closing agent is an agent for the selected title insurer and performs the service of issuing the title policy for that title insurer, the closing agent may obtain a fee from the title company in addition to its HUD closing fee.

- b. The package in 4.a. shall include notice to the broker requiring that the broker obtain a signed acknowledgement from the buyer as to whether or not owner's title insurance is desired, and if so, the identification of the title insurance company the buyer will use. This acknowledgement shall be returned from the broker no later than 10 days from receipt. The Closing Agent shall then facilitate all communications with the title insurance company selected by the buyer.
- c. Not less than ten business days prior to the most recent scheduled closing date, the Closing Agent shall provide the selling real estate broker with written notification of a firm closing date. If a firm closing date cannot be established the Closing Agent shall provide a written explanation for the delay.
- d. The next business day after the last closing date stated in the contract, if no closing has occurred, the Closing Agent shall notify the broker in writing that the sale did not close and that the Asset Manager was notified that the closing was cancelled.

5. Deed and Closing Instructions.

- a. No later than three business days after receipt of a written request for closing, or receipt of accurate loan documents from a lender, the Closing Agent shall notify the Asset Manager of the date of closing, and accurately prepare the pre-closing

package and forward it to the Asset Manager for approval and signature.

- b. The pre-closing package shall include:
 - (1) Special Warranty Deed;
 - (2) When paying Homeowners Association (HOA) fees or taxes on the HUD-1, the Closing Agent is instructed to show the total amount paid in the appropriate column, but break out any penalties or interest. The Closing Agent must receive the HUD GTR advanced approval the Asset Manager received in order to allow the inclusion of any penalties or interest on the HUD-1.
 - (3) Seller's Affidavit (if applicable);
 - (4) Owner Occupant Certification addendum (if applicable);
 - (5) Copy of earnest money check (if held by closing agent);
 - (6) Closing Agent certification explaining any invoices, which require payment (hard copy invoices to be included with post-closing package);
 - (7) A copy of Good Neighbor Next Door (GNND) documents (if applicable);
 - (8) HOA and/or tax invoices; and
 - (9) If there are penalties or interest charges due which are the responsibility of the Asset Manager, those expenses shall not be reflected as a seller expense on the Form HUD-1, Settlement Statement, but must be funded at closing by the Asset Manager. Note: The Asset Manager is responsible for timely payment for all invoices, such as taxes, HOA fees, etc., during HUD's ownership. Any penalties or interest incurred during HUD's ownership will be the responsibility of the Asset Manager.
- c. The Asset Manager is prohibited from executing deeds more than five business days prior to the actual date of closing. Once the deed is executed, it must be returned within two business days if the closing fails to take place as scheduled unless the closing is rescheduled for a later date and the GTR grants an extension.
- d. The Asset Manager must return the approved HUD-1 within two business days of receipt. For the inclusion or payment of any liens on the HUD-1, Closing Agent must receive the HUD GTR approval the Asset Manager received in order to allow the lien payment on the HUD-1. If applicable, the Asset Manager must provide the necessary documentation, along with the returned approved HUD-1, as proof the requirements for the flood insurance requirements as outlined below in (1) and (2) have been met.
 - (1) Flood Insurance Requirement – As a condition of sale, purchasers of all HUD homes located in a special flood hazard area and where flood insurance is available through the National Flood Hazard Insurance Program are

required to obtain flood insurance. Coverage shall be in an amount equal to or greater than the replacement value of the improvements, as indicated on the appraisal. Additionally, the purchase contract must also include a provision that requires the purchaser to maintain flood insurance for the duration of his or her ownership and to make flood insurance a condition of any future sale. The HUD sales contract shall include a flood insurance notification defining this requirement. The Asset Manager shall ensure that flood insurance is obtained prior to closing when required as described herein, but shall have no responsibility to monitor or enforce the post closing requirement. This requirement does not apply to vacant lots, properties being sold to ACA partners and scheduled for demolition, or properties sold without any form of federal assistance, including discounts, PMMs, sales incentives and closing costs assistance.

- (2) Flood Insurance Not Available – HUD-owned properties located in special flood hazard areas in communities that are suspended from or are not participating in the National Flood Hazard Insurance Program, are not eligible for sale with FHA insurance, discounts, PMMs or other FHA assistance and must be listed uninsured.

6. Rental Monies.

The Closing Agent shall verify with the Asset Manager that all rental monies due HUD have been paid outside settlement if the buyer is a HUD tenant. If any due amounts have not been paid, the Closing Agent shall ensure such payment is made at time of closing.

7. Extension Requests.

The Closing Agent shall administer broker requests for extensions of the sales closing date. Such requests may only be accepted via the Closing Extension Request form, which includes supporting documentation, and shall be accompanied by the full non-refundable fee, in the form of cash, cashier's or certified check, or money order. An extension may be granted only by express written approval from the Asset Manager or the GTR or GTM. The Asset Manager has full authority to waive any extension fee.

- a. Not more than one business day after receipt of the request, fax it and all supporting documentation (including a copy of the check) to the Asset Manager and deposit the extension funds in the escrow account.
- b. If the request is approved by the Asset Manager, notify the broker no more than one business day after approval.
- c. If the request is approved by the Asset Manager and the fee is waived, return the extension funds to the Broker no later than one business day after approval and waiver.
- d. If the request is denied by the Asset Manager, the extension fee shall be returned to the broker no later than one business day after denial along with instructions to close by the scheduled date.

8. Preparation of the HUD-1.

- a. Accurate preparation of the HUD-1 is critical to timely processing. The Closing Agent shall use an automated closing process software package as identified in the technical proposal to complete the HUD-1 and to minimize errors. The Closing Agent shall prepare the HUD-1 so as to facilitate a full and complete closing, including all required disbursements, collections, and deposits, at the time of closing. A copy of the HUD-1 that has been approved by the Asset Manager as well as the draft corrected by the Asset Manager, if applicable, shall be retained in the file.
- b. At closing, the extension fee shall not be applied to the amount due from the buyer unless the sale closes prior to the expiration of the extension, in which case the buyer shall be credited with a prorated (based on calendar days) portion of the fee. The full amount of the fee shall be reflected on lines 104 and 404 of the HUD-1. Any credited portion shall be reflected on lines 206 and 506.

9. Cancelled contract.

- b. If a contract is cancelled or fails to close, no more than one business day after the failed closing, the Closing Agent shall telephonically or electronically notify the Asset Manager.
 - c. The Closing Agent shall return the signed deed to the Asset Manager no later than the second business day after a sales contract is cancelled or fails to close unless the closing is rescheduled for a later date and the GTR grants an extension.
 - d. The Asset Manager will instruct the Closing Agent in writing of the disposition of the earnest money and extension fee (if applicable) when a contract is cancelled. If no instruction is received from the Asset Manager and the sales contract has been expired for 10 days, the Closing Agent shall return any earnest money deposits to the Asset Manager for disposition.
- B. Closings shall not be scheduled and the deed shall not be ordered from the Asset Manager until all liens, assessments, judgments and other clouds on title have been resolved and clear title to the property is ready to be transferred to the purchaser.
- C. Should the scheduled closing be delayed for reasons other than having to resolve liens, assessments, judgments and other clouds on title, the Closing Agent shall notify the Asset Manager immediately of the circumstances causing the delay. Should resolution of the cause of the delay require additional time to process the deed beyond the five days normally allowed under the Contract, the Closing Agent shall notify the GTR and request an additional specific amount of time to hold the deed in its possession pending resolution of the cause of the delay. The GTR shall reasonably and expeditiously evaluate the merits of each such request and promptly notify the Closing Agent of the additional amount of time, if any, that the Closing Agent shall be permitted to retain the deed. The Closing Agent shall not hold the deed for any length of time beyond the five days allowed by the contract, or such additional time as has been granted by the GTR, without express permission from the GTR. The closing agent shall document the case file and provide evidence that the timeframe to hold the deed beyond the five business days was beyond the control of the closing agent after

D. GTR approval was granted.

C.5.3 Task 3 Closing Activities.

The Closing Agent shall have a closing agent office located in the contract area. The Closing Agent shall ensure closings are to be held at the closing agent's office if the office is no more than 60 miles from the HUD property being purchased or at a professional office facility located no more than 60 miles from the HUD property being purchased. The Closing Agent shall be present in person at every closing. The closing shall be completed timely and accurately. At closing, the Closing Agent shall perform all required actions, including the following activities:

1. Obtain original signatures in blue ink on each of five sets of the HUD-1 Settlement Statement. The signed HUD-1 Settlement Statements shall be disbursed as follows: One shall be provided to the purchaser(s), one shall be provided to the selling agent, one shall be provided to the Asset Manager, one shall be kept in the Closing Agent files, and the fifth shall be forwarded to the lender (if applicable).
2. All closings shall be table funded unless prohibited by state law, in which case alternative procedures shall be established in the Closing Agent's technical proposal.
3. Disburse any allowable expenses due and payable at time of closing. Unpaid property taxes, HOA fees, utilities, etc., for the current year, shall be pro-rated and paid at closing.
4. The Closing Agent shall physically represent HUD in person at closings being conducted by a third party. For each such closing the Closing Agent's responsibilities are as follows:
 - a. Forward letter to third party closer outlining HUD's requirements and time frames;
 - b. Perform title search on HUD's behalf;
 - c. Prepare deed and forward for signature;
 - d. Ensure that the HUD-1 is accurate and includes all applicable addendums;
 - e. Upon receipt of the sales proceeds from the third party, deposit funds into HUD's escrow account and initiate the request for wire transfer of the proceeds;
 - f. Ensure that the deed is filed for recordation. Obtain recording information/ receipt from the third party for submission with the complete closing package, or within 24 hours of receipt from third party;
 - g. Forward the completed sales closing package to the Asset Manager, via courier, no later than the third business day after the date of closing; and
 - h. Ensure that any problems encountered with the third party closing are clearly addressed in the Closing Agent's Certification.

C.5.4 Task 4 Special Programs.

A. Good Neighbor Next Door (GNND):

1. The Closing Agent shall be familiar with HUD's GNND programs and their requirements and obtain a copy of Housing Notice 99-30 plus any updates or revisions.
2. To qualify to purchase a home through the GNND programs, a law enforcement officer or teacher must agree to execute a second mortgage and note in the name of the Department. It shall be the responsibility of the closing agent to prepare and provide for the GNND participant a Second Mortgage and Subordinate Note to be executed by the GNND participant at closing. The Second Mortgage and Subordinate Note shall conform to state requirements per the instructions contained in Appendix 111 of HUD Handbook 4165.1, REV-1, CHG-3. The Closing Agent shall record the second mortgage. The recording instructions shall instruct the recorder's office to return the Recorded Second Mortgage or Deed of Trust to the Asset Manager at its office location or the most current published modification. The Closing Agent shall prepare a Note in compliance with federal law. The note is forgiven at 1/36 per month provided that the Borrower continues to reside in the property.
3. The following shall be placed on the Subordinate Note under paragraph A(2):

The note shall state that "I will send any amount that becomes due and payable under this Note to the Note Holder at":

Department of HUD/GNND
c/o C&L Service Corp./Morris-Griffin Corp.
2488 E. 81st Street, Suite 700
Tulsa, OK 74137

B. Asset Control Area (ACA)

For properties covered under an ACA Agreement, the Closing Agent shall prepare a "Closing Notice" as discussed below, the deed, an ACA Purchaser Compliance Mortgage, an ACA Purchaser Compliance Note to Seller, any security documents that name seller as the secured party, the HUD-1 closing statement, and any other document requested by HUD.

NOTE: HUD will pay the closing agent for the above duties only using the unit price set for the for ACA sales in CLIN 0001. Closing expenses will be paid from sales proceeds as provided for by HUD Notice 2003-02 (see paragraph B.4). If the buyer should require other closing functions and acquisition assistance from the Closing Agent as part of the process, buyer will pay for those additional services.

a. The Closing Notice

The Closing Agent shall provide purchaser with a "Closing Notice" at least 10 business days before the "closing date." The closing date shall be the day the listed properties are scheduled to be transferred to the purchaser. The Closing

Agent shall designate a specific day of the week for closing these sales. The “Closing Notice” will include the following:

- (1) The closing date;
 - (2) List of the properties that are to be conveyed on that closing date;
 - (3) For each property the: a) purchase price; b) other costs due from purchaser on closing date, including the prorated taxes; and c) an unsigned deed; and
 - (4) The HUD-1 (closing statement) for each property;
- b. Once recorded, the Closing Agent will send the ACA Purchaser Compliance Note to Seller and ACA Purchaser Compliance Mortgage to:

Department of HUD/ACA
c/o C&L Service Corp./Morris-Griffin Corp.
2488 E. 81st Street, Suite 700
Tulsa, OK 74137

C.5.5 Task 5: Post-closing Activities.

The Closing Agent shall perform all of the necessary post-closing activities, including those below, to ensure HUD is able to accurately and timely reconcile the closing.

1. Verification of Closing.

The same day that the closing takes place, the Closing Agent shall electronically notify the Asset Manager of the closing.

2. Deposit of Proceeds.

On the day of closing or the next banking day **No Later Than (NLT) 2:00 p.m.**, deposit the sales proceeds and, using the SAMS 1103, Wire Transfer Transmittal, initiate the request for the wire transfer of the proceeds due HUD via FEDWIRE in accordance with instructions provided by U.S. Treasury and are presently being used by the private sector banking community in effecting wire transfers of funds within the Federal Reserve System. Closing Agent shall provide a copy of the wire transaction confirmation number to the Asset Manager no later than the day of the transaction.

3. Filing of Deed.

No more than one business day after the closing has taken place, the Closing Agent shall record the deed and provide written proof of the filing to the Asset Manager (i.e., FedEx or UPS receipt, proof of mailing from the USPS or a filed receipt issued by the courthouse clerk), any and all taxing authorities, and the Homeowners Association (if applicable).

4. Scanning and Delivery of the Closing Package.

The Closing Agent shall scan the documents to be included in the closing package into P260. In addition, the Closing Agent shall deliver the completed Closing Package to the Asset Manager no more than three business days after the closing is completed. Delivery to the Asset Manager shall be by a method whereby the Closing Agent can verify the date the Asset Manager receives the package. A Closing Package shall include:

- a. The original fully executed HUD-1 and the Certification;
- b. The final version of the preliminary pre-approved HUD-1;
- c. A copy of the wire transfer confirmation;
- d. Evidence acceptable to HUD that the deed was sent for recordation (e.g., FedEx or UPS receipt, proof of mailing from the USPS or a filed receipt issued by the courthouse clerk);
- e. A copy of all applicable invoices or receipts of disbursements and the Closing Agent's disbursement log;
- f. A copy of the 9548 (sales contract) and subsequent addenda to that change the terms of the 9548 (GTR copy only);
- g. A copy of the fully executed warranty deed;
- h. A copy of the first page of all security deeds (if applicable); and
- i. A copy of all power of attorney documents (if applicable).

5. Errors.

The Closing Agent shall correct any errors or adjustments to the settlement statement as requested by the Asset Manager with evidence of approval of these corrections by the GTR, after the settlement no later than two business days after written notification. The same day the corrections are made, the Closing Agent shall provide a copy of any corrected documents to the Asset Manager. Closing Agent shall reimburse HUD for any losses due to errors.

- a. Underwire of closing funds requires the Closing Agent to deposit the additional sale proceeds in the Treasury via FEDWIRE using the SAMS 1103, Request to Transfer Funds.
- b. Over wire of closing funds in excess of \$100 requires the Closing Agent to coordinate with the GTR for reimbursement. Due to administrative expenses involved in processing reimbursements, over wires of \$100 or less will not be reimbursed and the costs paid by the Closing Agent.

C.5.6 Task 6: Reporting.

By noon “local time” on the first business day of each week, the Closing Agent shall electronically provide to the Asset Manager and GTR the following reports (except item 3):

1. Closing Status.

The current status of all cases assigned as of the close of business the previous Friday.

- a. The report shall be divided into four categories: Active files (closing date not scheduled), Scheduled files (scheduled for closing), Delinquent files (closing date passed without a closing occurring), and Closed files (closing occurred during the previous week).
- b. The four categories shall include information regarding the buyer(s) name, property address, FHA case number, Closing Agent’s escrow/order number, date earnest money received, lender name, scheduled closing date, and date closed (if applicable).

2. Closing Performance.

The report shall provide the following information for each case closed:

- c. FHA Case Number;
- d. Method of sale (cash or financed);
- e. Date assigned, date closed, number of elapsed days to close from assignment and reason why it did not close on the assigned date;
- f. Date of closing, date of wire transfer of proceeds, number of elapsed days and reason funds were not wired timely;
- g. Date deed recorded, number of elapsed days from date of closing;
- h. Date Asset Manager received closing package, number of elapsed days from closing;
- i. If the HUD-1 had to be corrected after closing occurred;
- j. If any disbursements had to be accomplished after closing occurred; and
- k. And other document(s) as determined by the GTR or Contracting Officer.

3. Upon discovery of performance deficiencies by the Asset Manager in the areas of responsiveness, timeliness, and cooperation to facilitate closings, the Closing Agent shall promptly notify the GTR in writing.

C.5.7 Task 7 Additional Services.

Occasionally, the GTR will require special services of the Closing Agent that do not involve closings assigned by the Asset Manager.

1. Recordation of documents.

The Closing Agent shall draft and/or send for recording documents (such as reconveyance deeds, corrected deeds, etc.) as required by the GTR. The documents shall be filed for record no later than two business days of either assignment or receipt of the document, whichever shall occur later. A recorded copy of the document shall be returned to the GTR.

2. Title Services.

The Closing Agent shall perform 30-year title searches and provide written evidence of the search at the request of, and within the time frame approved by the GTR. Routine title searches may be requested on a property that may or may not be the property of HUD.

C.6 APPLICABLE PUBLICATION AND FORMS

- A. All applicable HUD publications and forms listed below can be obtained by calling 1-800-767-7468. Forms may be downloaded from HUDCLIPS at: <http://www.hudclips.org/cgi/index.cgi> or may be ordered by using the HUD Direct Distribution System located at <https://www.hud.gov/dds/index.cfm>.

HUD-1, Settlement Statement, and Addendum

HUD-9548, Sales Contract including the 9548-D

SAMS-1103, Wire Transfer Transmittal w/completion instructions

SAMS-1106, Invoice Transmittal w/completion instructions

SAMS-1111, Payee Name and Address

- B. Deeds and forms listed below will be provided by the GTR upon award of the contract, except for the Release of Federal Tax Lien, which must be obtained from the Internal Revenue Service.

Deed

Request for Extension of Closing Date

Release of Federal Tax Lien

HUD-9548, Sales Contract including the 9548-D

SAMS-1103, Wire Transfer Transmittal w/completion instructions

SAMS-1106, Invoice Transmittal w/completion instructions

SAMS-1111, Payee Name and Address

SECTION D – PACKAGING AND MARKING

D.1 PAYMENT OF POSTAGE AND SHIPPING COSTS

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

D.2 MARKING

All information submitted to the Contracting Officer or GTR/GTM and Asset Manager shall clearly indicate the contract number for which the information is being submitted.

D.3 ENVIRONMENTALLY SAFE PACKAGING

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

D.4 DISPOSITION OF RECORDS

At expiration of contract, Contractor will forward to the HUD Record Retention Center, physical property files for all cases that have been closed or re-conveyed. The Contractor shall obtain from HUD the number of record storage boxes necessary to retire files in compliance to the below directions. The actual cost of shipping the record storage boxes will be reimbursed as a pass-through expense.

- The Contractor will download from HUDCLIPS (www.hudclips.org), Standard Form 135, Record Transmittal and Receipt.
- Case files must be separated between properties sold with FHA insurance and those sold without FHA insurance.
- Case files for insured sales are to be boxed together in case number order and a list compiled identifying the files contained in each box. Case files for un-insured sales are to be boxed together in case number order and a list compiled identifying the files contained in each box.
- For each box, the Contractor will complete Standard Form 135 in its entirety and attach a copy to the related box. Each box must identify the year closed, whether the case files represent loans that are insured or uninsured and the disposal date. (The disposal date on insured sales is 30 years. The disposal date for uninsured sales is 6 years.)
- The Contractor will deliver the original Standard Form 135 for each box to the GTR or to the individual identified by the GTR, who will obtain record accession numbers from HUD's Administrative Service Division.
- Upon receipt of the accession numbers, the Contractor will identify each box by the accession number, the box number and the total number of boxes, e.g. Box 1 of 2.
- The Contractor will ensure that all boxes are in numeric order and, if shipping in quantity, that they are on a pallet.
- The Contractor will notify the GTR that the boxes are ready for shipment to the designated Record Center.
- HUD will reimburse, as a pass-through expense, the Contractor for the actual cost of shipment to the record center exclusive of the Contractor's labor to prepare the files for shipping. Record Storage Boxes shall be shipped to the following locations:

Atlanta HOC Records
National Archives and Record Administration
Southeast Region
1557 St. Joseph Ave
East Point, GA 30344-2593

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2, Clauses Incorporated by Reference, found in Section I of this contract. The full text of a clause may be accessed electronically at this/these addresses:

Federal Acquisition Regulation (FAR) Clauses and Provisions: <http://www.arnet.gov/far/>
HUD Acquisition Regulation (HUDAR) Clauses and Provisions:
<http://hudweb.hud.gov/po/arc/regs/hudar.cfm>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	APR 1984

E.2 HUDAR 2452.246-70 INSPECTION AND ACCEPTANCE (FEB 2006)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) or other individual as designated by the Contracting Officer or GTR.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2, Clauses Incorporated by Reference, found in Section I of this contract. The full text of a clause may be accessed electronically at the addresses in Section E.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OR WORK	APR 1984

F.2 HUDAR 2452.211-70 EFFECTIVE DATE AND CONTRACT PERIOD (FEB 2006)

- (a) This contract shall be effective on July 1, 2010 or date of award, which ever is later.
- (b) The contractor shall complete all work including all deliveries by June 30, 2011, unless the contract is extended pursuant to either of the option clauses included in Section I of the contract.
- (c) Delivery dates for specific services and deliverables shall be as set forth in the contract.

Alternate I (FEB 2006). As prescribed in 2411.404(b), add the following paragraph (d):

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

Option Number	Period
1	July 1, 2011 – June 30, 2012
2	July 1, 2012 – June 30, 2013

F.3 2452.237-77 OBSERVANCE OF LEGAL HOLIDAYS AND CLOSURE OF HUD FACILITIES (FEB 2006)

(a)(1) The Department of Housing and Urban Development observes the following days as holidays--

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day

Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(2) When any holiday specified in (a)(1) falls on a Saturday, the preceding Friday shall be observed. When any such holiday falls on a Sunday, the following Monday shall be observed. Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(b)(1) HUD may close a HUD facility for all or a portion of a business day as a result of --

(A) Granting administrative leave to non-essential HUD employees (e.g., unanticipated holiday);

(B) Inclement weather;

(C) Failure of Congress to appropriate operational funds;

(D) Or any other reason.

(2) In such cases, contractor personnel not classified as essential, i.e., not performing critical round-the-clock services or tasks, who are not already on duty at the facility, shall not report to the facility. Such contractor personnel already present shall be dismissed and shall leave the facility.

(3) The contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled for performance during the period in which HUD employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative.

(c) When contractor personnel services are not required or provided due to closure of a HUD facility as described in this clause, the contractor shall be compensated as follows--

(1) For fixed price contracts, deductions in the contractor's price will be computed as follows--

(A) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(B) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, HUD shall not reimburse as direct costs, the costs of salaries or wages of contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

F.4 FAR 52.211-11, LIQUIDATED DAMAGES – SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

If the contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay the Government as fixed agreed, and liquidated damages, for each calendar day of delay the rate specified below:

Late deposit of funds/wire transfer (per calendar day late) will be calculated using the following formula:

Wire Transfer **Amount x .03*** x number of calendar days late / 360 = \$

*The percentage rate cited is subject to annual adjustment based on the U.S. Department of Treasury Cash Management Regulations (I TFM 6-8000). The website is <http://www.fms.treas.gov/cvfr/index.html>.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED -PRICE) (FEB 2008) (DEVIATION)

(a) Payment Schedule. Payment of the contract price (see Section B of the contract) will be made upon completion and acceptance of all work unless a partial payment schedule is included below [Contracting Officer insert schedule information]:

Partial Payment Number	Applicable Contract Deliverable	Delivery Date	Payment Amount
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1. []

2. []

3. []

(b) Submission of Invoices

(1) Invoices shall be submitted as follows: original to the payment office identified on the award document (e.g., in Block 12 on the SF 26 or Block 25 on the SF 33, or elsewhere in the contract) with a copy to the Government Technical Representative (GTR) and a copy to the Contracting Officer. The final invoice shall not be paid prior to certification by the Contracting Officer that all work has been completed and accepted. To constitute a proper invoice, the invoice must include all items required by FAR clause 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., in Block 14 on the SF 26 or Block 21 on the SF 33). The contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.

(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.

G.2 HUDAR 2452.232-71 VOUCHER SUBMISSION (COST-REIMBURSEMENT) (FEB 2008)(DEVIATION)

As prescribed in 2432.908(c)(2), insert the following clause in all cost-reimbursement solicitations and contracts:

(a)(1) The contractor shall submit, _____ [Contracting Officer insert billing period], an original and two copies of each 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. The contractor shall submit all vouchers, except for the final voucher, as follows: original to the payment office, and one copy each to the Government Technical Representative (GTR) and the Contracting Officer identified in the contract. The contractor shall submit all copies of the final voucher to the Contracting Officer. The final

payment shall not be made until the Contracting Officer has certified that the contractor has complied with all terms of the contract.

(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 SF-26 or Block 21 of the SF 33). The contractor is also requested to clearly indicate on the mailing envelope that a payment voucher is enclosed.

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

(End of Clause)

**G.3 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE
(FEB 2006)**

- (a) The Government Technical Representative (GTR) for liaison with the contractor as to the conduct of work is (to be determined at time of award) or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.
- (b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:
 - (i) Causes the contractor to perform work outside the performance work statement or specifications of the contract;
 - (ii) Constitutes a change as defined in FAR 52.243-1;
 - (iii) Causes an increase or decrease in the cost of the contract;
 - (iv) Alters the period of performance or delivery dates; or
 - (v) Changes any of the other express terms or conditions of the contract.
- (c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone, facsimile (fax), or electronic mail.
- (d) Certain of the GTR's duties and responsibilities may be delegated to one or more Government Technical Monitors (GTMs) (see HUDAR subpart 2402.1). The Contracting Officer will notify the contractor in writing of the appointment of any GTMs.
- (e) Other specific limitations: None

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.

G.4 HUDAR 2452.239-70 ACCESS TO HUD SYSTEMS (NOV 2005) (Deviation)

(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).

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

"NACI" means National Agency Check with Written Inquiries, the minimum background investigation prescribed by the U. S. Office of Personnel Management.

"PIV Card" means Personal Identity Verification (PIV) Card, the Federal Government-issued identification credential (i.e., identification badge).

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

"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) shall be:

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

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

(3) An alien lawfully admitted into the United States for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151.

(d) Background investigation process:

(1) The Government Technical Representative (GTR) 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: Standard Form (SF) 85, "Questionnaire for Non-sensitive Positions," FD 258 (Fingerprint Chart), and a partial Optional Form (OF) 306 (Items 1, 2, 6, 8-13, 16, and 17).

(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: SF 85P, "Questionnaire for Public Trust Positions," FD 258, and a Fair Credit Reporting Act form (authorization for the credit-check portion of the investigation). Contractor employees shall not complete the Medical Release behind the SF 85P.

(iii) The SF-85, 85P, and OF-306 are available from the Office of Personnel Management's website: <http://www.opm.gov>. The GTR will provide all other forms that are not obtainable via the Internet.

(2) The contractor shall deliver the forms and information required in subparagraph (d)(1) to the GTR.

(3) Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two 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 subparagraph (d)(1): employee's full name, Social Security number, and place, and date of birth.

(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 subparagraph (d)(1).

(5) Upon completion of the investigation process, the GTR 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 GTR's notification.

(6) Failure of the GTR 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 GTR. 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) until the contractor has provided the investigative forms required in subparagraph (d)(1) for the employee to the GTR.

(7) The contractor shall notify the GTR 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)). HUD will not issue the PIV Card until the contractor employee has successfully cleared an FBI National Criminal History Fingerprint Check, and HUD has initiated the background investigation for the contractor employee. Initiation is defined to mean all background information required in paragraph (d)(1) has been delivered to HUD. The employee may not be given access prior to those two 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 six (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 GTR if any PIV Card(s) cannot be accounted for. The contractor shall notify the GTR immediately whenever any contractor employee no longer has a need for his/her HUD-issued PIV Card (e.g., employee terminates employment with the contractor, employee's duties no longer require access to HUD systems). The GTR will instruct the contractor as to how to return the PIV Card. Upon expiration of this contract, the GTR will instruct the contractor as to how to return all HUD-issued PIV Cards not previously returned. The contractor shall not return PIV Cards to any person other than the individual(s) named by the GTR.

(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 GTR 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 GTR 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) 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 three years (3) after final payment under this contract. The contractor shall provide a copy of these pledges to the GTR.

(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) Federal Information Security Management Act (FISMA) of 2002;

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

(iii) HUD Handbook 2400.25, Information Security Policy;

(iv) HUD Handbook 732.3, Personnel Security/Suitability;

(v) Federal Information Processing Standards 201 (FIPS 201), Sections 2.1 and 2.2;

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

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

The HUD Handbooks are available online at: <http://www.hudclips.org/cgi/index.cgi> or from the GTR.

(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 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), 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)

SECTION H – SPECIAL REQUIREMENTS

H.1 ADDITIONAL FEES

The prices set forth in the Price Schedule are inclusive of all services and preparation of documents required by any party to the closing, including any loan documents required by any lender. The contractor may not collect from any party, any fees for services or documents required hereunder and associated with closings conducted under the contract above and beyond the unit prices set forth in the Price Schedule. The contractor shall not add any fee to any customary closing cost paid by HUD or the buyer. The only exceptions to the above are if the purchaser or purchaser's lender demands additional services, such as title insurance outside the contract duties, and such services are performed by the contractor, the contractor must look outside of this contract for payment for those services or documents.

H.2 ALLOWABLE CLOSING EXPENSES

The contractor shall pay only those closing costs as requested on the sales contract and only those closing costs that are authorized by HUD Notice 2006-12 or any replacement notice thereto. These expenses shall be paid at the time of closing by the contractor from HUD's sales proceeds. Closing Agents shall maintain documentation of actual expense for each expenditure in the property case file, e.g., receipts, invoices, cancelled checks. All applicable payments will be reflected on the HUD-1 Settlement Statement. In the event that sales proceeds are insufficient to pay all allowable expenses, the contractor shall advance payment for any excess expenses and request reimbursement from HUD. The contractor will not pay expenses already covered by the unit prices set forth above (e.g. wire transfer) from sales proceeds as closing expenses.

H.3 THIRD PARTY CLOSINGS

Third party closings are identical to a non-third party closing with the exception that the Contractor is not required to prepare the HUD-1.

H.4 PROHIBITIONS

- (a) Title Services. To avoid any potential for, or appearance of, a conflict of interest, the contractor shall ensure purchasers are aware of opportunities to purchase title insurance from multiple firms providing the service (if available in the local area) and that the closing will not be impaired by selecting any of the providers noted.
- (b) Purchases. To ensure there is no potential for, or appearance of, a conflict of interest, the contractor, employees, and any affiliate, are expressly prohibited from purchasing HUD-owned properties or being a selling broker on such properties while performing under this contract.
- (c) Mark ups. The contractor shall not "mark up" any fees charged to the buyers or HUD from a third party. Only actual and authorized costs of fees may be charged to buyers or HUD.

H.5 REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)

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

H.6 CRIMINAL LIABILITY

It is understood that disclosures of information relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order number 116523 that may come to the contractor or any person under the contractor's contract in connection with the work under this contract, may subject the contractor, his agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.

H.7 ADDITIONAL RESPONSIBILITIES

The Contractor shall take proper health and safety precautions to protect workers, the public and property of others. The Contractor shall, without additional expense to the Government obtain any necessary licenses, insurance, certifications and permits required in the performance of the contract and comply with any federal, state, county and municipal laws, codes and regulations applicable to the performance under this contract. The Contractor shall ensure that these responsibilities apply to all subcontractors.

H.8 NONDISCRIMINATION IN SALES AND RENTALS

Neither the Contractor, nor any individual(s) authorized by the Contractor to act on the Contractor's behalf, shall decline to sell or rent any property assigned to the Contractor under this contract to a prospective purchaser or tenant because of the prospective purchaser's or prospective tenant's race, color, creed, religion, sex, national origin, age, familial status or disability.

H.9 RECORDKEEPING AND EXAMINATION OF RECORDS

The Contractor shall maintain such accounting records as are required by the Government and shall give specific answers to questions upon which information is desired from time to time relative to the performance of the contract. At a minimum, accounting records shall include cash receipts and cash disbursement registers dealing exclusively with the activity of this contract. This register shall be reconciled monthly to the bank account. The Government shall have the right to examine the books and other data of the Contractor regarding the contract, upon reasonable notice, at all times and places during this contract.

H.10 FORMS

The Government forms/formats necessary to accomplish work under this contract will be duplicated at the contractor's expense.

H.11 SAFEGUARDS

Contractor will provide strict safeguards for deeds of conveyance until they are placed on public record after sales closings.

H.12 TITLE EXAMINATION FEES

An attorney, acting as HUD sales closing agent, may not split or divide a title insurance premium in an amount keyed to the amount of the premium, but may charge a fee to the title company for legal services actually rendered for the title examination based on time and difficulty of the service performed.

H.13 CONFLICT OF INTEREST

The Contractor shall not be permitted to directly perform work on any case for which there may be a conflict of interest. A conflict of interest may arise if the Contractor performed work or was involved in the legal work related to the foreclosure action which resulted in HUD's acquisition of a property which may be assigned to the Contractor under this contract for either review of title evidence received by HUD upon its acquisition of the property or an examination of the title beginning with the date of HUD's acquisition. The fact that a conflict of interest may occur does not relieve the contractor from the responsibility of ensuring that the services requested are performed in accordance with the contract requirements; the Contractor shall have an acceptable method in place of identifying potential conflicts of interest and ensuring that the work they are precluded from accomplishing themselves is accomplished as required.

H.14 OTHER EXISTING AGREEMENTS

The Contractor affirmatively states that it does not have any existing agreements, which would obligate another party to pay the Contractor for any of the services that are covered by the HUD closing agent contract, and also the Contractor agrees not to enter into any such contract so long as its contract with HUD is in force.

H.15 TRAINING

The awardee(s) will be required to attend a one-day training session conducted by HUD personnel prior to commencement of performance under the contract. The training will occur within five days after award. The place of the training will be held at the address below:

U.S. Department of Housing and Urban Development
Atlanta Homeownership Center
40 Marietta Street, NW, 8th Floor
Atlanta, GA 30303

H.16 PRESERVATION OF, AND ACCESS TO, CONTRACT RECORDS

(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; surveys; 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.*, off-site servers or data storage).

“ESI devices and media” include, but shall not be limited to:

- (1) Computers (mainframe, desktop, and laptop);
 - (2) Network servers, including shared and personal drives;
 - (3) Individual e-mail accounts of the contractor’s and any subcontractors’ 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 disk; 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 and certification of compliance with preservation hold. Upon receipt of the hold, 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 ESI. It may be useful to maintain a log documenting preservation efforts;
- (5) Complete the certification of compliance with litigation hold upon receipt and return it to the identified contact person; and
- (6) Upon the request of the contracting officer, provide to 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 any one or more of the following and will modify the contract accordingly:

- (i) Contract price.
- (ii) Delivery schedule.

(ii) Other affected terms.

(2) The contractor must assert its right to an adjustment under this clause within 30 days 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. However, nothing in this clause shall excuse the contractor from providing the records requested by the contracting officer.

(d) The contractor shall include the terms of this clause in all subcontracts awarded under this contract.

H.17 ABORTED SALES, as relates to CLIN 0005, occurs only when an assigned sales contract is cancelled by the Asset Manager due to a failure by the purchaser to perform in accordance with Sales Contract, form HUD-9548 and addendums, or by HUD in accordance to Sales Contract, Conditions of Sale, Paragraph D.

NOTE: Aborted sales occur when the failure to close was not caused by the Closing Agent's nonperformance or lack of timely performance under the terms of Closing Agent Services contract and only after the sales contract was cancelled by HUD or the Asset Manager. When the failure to close was caused by the Closing Agent's nonperformance or lack of timely performance, the Closing Agent shall not be entitled to compensation.

H.18 REPORTS

Contractors shall submit to the Contracting Officer on a monthly basis the total number of transactions completed per CLIN no later than 10th business day of the following month.

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 the addresses set forth in Section E. The following contract clauses are hereby incorporated by reference:

NUMBER	TITLE	DATE
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records—Negotiation	MAR 2009
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.216-7	Allowable Cost and Payment	DEC 2002
52.216-11	Cost Contract – No	APR 1984
52.219-6	Notice of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations on Subcontracting	DEC 1996
52.219-28	Post-Award Small Business Program Representation	APR 2009
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action for Workers With Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.222-50	Combating Trafficking in Persons	AUG 2007
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.223-14	Toxic Chemical Release Reporting	AUG 2003
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
52.228-7	Insurance-Liability to Third Parties	MAR 1996
52.229-3	Federal, State, and Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-20	Limitation of Cost	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	OCT 2003
52.233-1	Disputes, Alternate I (DEC 1991)	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes—Fixed Price, Alternate I (APR 1984)	AUG 1987
52.243-2	Changes-Cost Reimbursement, Alternate I (APR 1984)	AUG 1987
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.246-25	Limitations of Liability—Services	FEB 1997
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from commencement of contractor performance through contract expiration.

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

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

I.3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an quantity of less than **0**, 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 **195**;

(2) Any order for a combination of items in excess of **2340**; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (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 3 business 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.

I.4 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "**estimated**" or "**maximum**" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 (*to be determined upon contract award*).

I.5 2452.216-77 ESTIMATED QUANTITIES - REQUIREMENTS CONTRACT (FEB 2006)

In accordance with FAR 52.216-21 (a), the government provides the following estimates:

The estimated quantity or amount of supplies or services the government may order during the ordering period of this contract is **4870**.

The maximum quantity or amount of supplies or services the government may order during the ordering period of this contract is **8232**.

I.6 2452.216-78 ORDERING PROCEDURES (FEB 2006)

(a) Orders issued under this contract may be placed in writing or through electronic commerce.

Alternate I (FEB 2006). As prescribed in 2416.506-70(d),

(b) In addition to the Contracting Officer, the following individuals are authorized to issue orders under this contract: To be determined at time of award.

NOTE: Orders shall be considered to be “issued” upon assignment by case ID number to the closing agent contractor in the SAMS or P260 software application. The GTR shall provide written evidence of orders issued to the designated Contracting Officer via email on a monthly basis for inclusion in the contract file.

I.7 FAR 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 six months. The Contracting Officer may exercise the option by written notice to the contractor within thirty (30) days before contract expiration.

I.8 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the Period of Performance, provided that the Government shall give the Contractor a preliminary written notice of its intent 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 duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

I.9 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) *Definitions.* As used in this clause—
“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

**I.10 HUDAR 2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL 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.11 HUDAR 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1984)

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

(1) Award of the contract may result in an unfair competitive advantage; or

(2) The contractor's objectivity in performing the contract work may be impaired.

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

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

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

I.12 HUDAR 2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (FEB 2006)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet 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.

I.13 HUDAR 2452.237-70 KEY PERSONNEL (FEB 2006)

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

Name	Position	Percentage of Effort	Number of Hours

NOTE: See Section C.2, Definitions/Acronyms, for key personnel.

SECTION J – ATTACHMENTS

Attachment 1: Sample Contractor - Provided Letter Requesting Past Performance Evaluation

Attachment 2: Past Performance Questionnaire

Attachment 3: Map of Area Counties

Attachment 4: Performance Requirement Summary

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATION AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **541191**.
- (2) The small business size standard is \$7 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- [] (i) Paragraph (c) applies.
- [] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

NOTE: FAR Clause 52.204-7, Central Contractor Registration (APR 2008), is incorporated by reference in this solicitation in Section I. Therefore, all offerors must complete the on-line ORCA registration process to compete for the opportunities covered by this solicitation as required by paragraph (b) of the above certification.

K.2 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(A)(1) THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE FOR THIS ACQUISITION IS 541191.

(2) The small business size standard is \$7 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

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

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

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

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Apr 2002). As prescribed in [19.308\(a\)\(2\)](#), add the following paragraph (b)(7) to the basic provision:

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

K.3 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

K.4 CENTRAL CONTRACTOR REGISTRATION

As stated in FAR Subpart 4-11, it is **mandatory** that any contractor wishing to do business with the Government have registered in the Central Contractor Registration data base found at the following website: www.ccr.gov.

NOTE: No award shall be made to an offeror who is not registered and active in Central Contractors Registration (CCR) data base.

K.5 SIGNATURE BLOCK

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required; is aware that award of any contract to the bidder/offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 14.2001-1(c), and is aware of the penalties described in 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986(31 U.S.C. 3801 - 3812) for making false statements in bids/proposals.

Signature

Typed Name/Title

Date

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

The following solicitation provisions pertinent to this section are hereby incorporated by reference:

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-01	Instruction to Offeror-Competitive Acquisition	JAN 2004
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Requirements contract for the geographic area listed in Section B of this solicitation.

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand delivery Address:

U.S. Department of Housing and Urban Development
Southern Field Contracting Operations
ATTN: Sharon Washington
Atlanta Operations Branch
40 Marietta Street, NW, 14th Floor
Atlanta, GA 30303

Mailing Address:

U.S. Department of Housing and Urban Development
Southern Field Contracting Operations
ATTN: Sharon Washington
Atlanta Operations Branch
40 Marietta Street, NW, 14th Floor
Atlanta, GA 30303

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

L.5 HUDAR 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: If the contractor performed or was involved in the legal work for the foreclosure action which resulted in the acquisition of the title to the property by HUD, performance of the closing services shall be considered a conflict of interest, and the contractor shall not perform the services. The contractor shall notify the GTR no later than one day after discovery of the conflict. However, the contractor shall remain responsible for having such work performed.
- (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.6 HUDAR 2452.215-70 PROPOSAL CONTENT (OCT 1999)

- (a) Proposals shall be submitted in two physically separate volumes as described in paragraphs (c) and (d) below. Each of the volume must be complete in itself so that evaluation of each part may be conducted independently and so that the technical and management part may be evaluated strictly on its own merit. Proposals shall be enclosed in sealed packaging and addressed to the office(s) specified in the solicitation. The offeror's name and address and the date and time specified in the solicitation for proposal submission, plus the following information, must appear in writing on the outside of the package(s).

RFP NUMBER: R-ATL-01971

ATTN: Kimberlee Satterfield, Contract Specialist

MAILROOM: DO NOT OPEN

MAIL TO:

U. S. Department of Housing and Urban Development
Southern Field Contracting Operations
Atlanta Operations Branch
40 Marietta Street, NW, 14th Floor
Atlanta, GA 30303

Or hand deliver to:

U. S. Department of Housing and Urban Development
Southern Field Contracting Operations
Atlanta Operations Branch
40 Marietta Street, NW, 14th Floor
Atlanta, GA 30303

- (b) (1) Proposals shall be submitted in **original and three (3) copies**. The proposals shall be accompanied by a cover letter providing the following information:
- (i) The RFP number of the submitted proposal.
 - (ii) The name and address, telephone and fax numbers of the firm submitting the proposal.
 - (iii) The name, title, telephone and fax numbers, and email address of the person(s) preparing the proposal.
 - (iv) The name, title, telephone and fax numbers, and email address of the point of contact for obtaining clarifications, discussions, or making contract award, if different from the name(s) in item (iii) above.
 - (v) The geographic area for which the Offeror is submitting the proposal.
- (2) Volume I shall be divided according to the stated evaluation factors. Pages within each volume shall be numbered consecutively, including any exhibits, attachments, etc.
- (3) In the event the technical proposal exceeds 50 pages (See Section L.7, Limitation on Size of Technical Proposal), **only the first 50 pages of the proposal will be evaluated**.
- (4) 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. Proposals should address this particular solicitation with specific statements relevant to the PWS. The Government considers all unsubstantiated statements such as "The offeror understands and will perform in accordance with the PWS" as being technically unacceptable.
- (5) A facsimile proposal **will not be accepted** under this solicitation.
- (6) Email proposal **will not be accepted** under this solicitation.
- (c) **Volume I - Executive Summary** - of the proposal shall include an Executive Summary which should include an introduction to the proposal team. The Executive Summary shall not exceed two (2) pages in length and will be excluded from the 50-page limitation.
- Volume I - Technical/Management Proposal** - The award will be made using Lowest Price Technically Acceptable (LPTA) source selection process in accordance with FAR 15.101-2. A Technical/Management proposal must be submitted. The proposal shall clearly and sufficiently address the non-price factors listed below.
- (1) Prior experience;
 - (2) Past performance;
 - (3) Qualification of Proposed Staff;
 - (4) Management Capability, and
 - (5) Quality Control.

See Section M.2 for a description of the information to be included in the proposal with respect to these factors. Also, as stated in Section M.2, the proposal must provide the information in the exact order indicated by the Technical Evaluation Factors there under.

(d) **Volume II – Business Proposal – The offer shall:**

- (1) Complete the original SF-33, Solicitation, Offer, and Award, specifically Blocks 12 through 18, and place the DUNS number on the cover of the SF-33. In addition, include acknowledgement of any amendments issued, if any, in this section;
- (2) NON TECHNICAL FACTOR – Price, Complete Section B, Supplies or Services and Price/Cost, and include with the business proposal.
- (3) Complete HUDAR 2452.237-70, KEY PERSONNEL in Section I.13, Contract Clauses, and include it with the business proposal.
- (4) Complete the Representations and Certifications provided in Section K of this solicitation and include them in the business proposal.

(e) **Proposal Format to be used when submitting proposals:**

Volume I - Executive Summary

Volume I – Technical/Management Proposal

- Tab 1: Prior Experience
- Tab 2: Past Performance
- Tab 3: Qualification of Proposed Staff
- Tab 4: Management Capability
- Tab 5: Quality Control

Volume II – Business Proposal

- Tab 1: SF 33 - Solicitation, Offer, and Award (Section A)
- Tab 2: Non Technical Factor- Price, Section B – Supplies or Services and Price/Cost
- Tab 3: Key Personnel
- Tab 4: Section K - Representations, Certifications and Other Statements of Offeror's

NOTE: Offeror shall identify the company/organization in the Technical/Management proposal (Volume I) as The FIRM or The ORGANIZATION and must NOT contain ANY names (such as offeror names, company letterhead, personnel names, projects or product names). For evaluation Factor 3, use the key personnel Title/Position to address this area. The proposal shall not contain any marketing information (photos, mention of awards, size of firm, etc.).

L.7 AGENCY SPECIFIC CLAUSE 2102 - LIMITATION ON SIZE OF TECHNICAL PROPOSAL

- (a) Offeror shall limit **Volume I**, Technical/Management Proposal, of the initial offers to 50 pages, except for the information specifically exempted below in paragraph (c). Offerors are cautioned that if Volume I of the proposal exceeds this page limitation, the Government will evaluate up through the permitted number of pages only.
- (b) A page is considered to be one side of a single sheet of "8½ x 11" paper, single spaced. The font shall be 12 pitch, Times New Roman. The top, bottom and sides margins of the page should be no less than one inch in width.
- (c) The following information is exempt from the limitation set forth in paragraph (a) above: Volume I – Executive Summary, Contractor Letter and Past Performance Questionnaire.
- (d) Offeror is encouraged to use recycled paper and to use both sides of the paper (see FAR clause 52.204-4).

L.8 HUDAR 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 Ms. Jemine A. Bryon, U.S. Department of Housing and Urban Development, Office of the Chief Procurement Officer, 451 Seventh Street, SW, Room 5280, Washington, DC 20410, no later than 10 days after the protestor's receipt of the Contracting Officer's decision (see FAR 33.101 for the definition of "days").
- (b) The Head of the Contracting Agency (HCA) shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

L.9 MULTIPLE AWARDS

HUD intends to award one contract per geographic area as defined in Section B.

L.10. LICENSES/INSURANCE POLICY

If selected for award of a contract, the Offeror shall have five business days to respond to a request by the Contracting Officer to provide copies of the licenses and certification of all employees, subcontractors, or consultants performing closing agents' services under this contract and a copy of Errors & Omissions Insurance Policy/Malpractice Policy. Offeror failure to submit these documents within the timeframe established shall not be eligible for contract award.

L.11 QUALITY CONTROL PLAN

Offerors shall provide one copy of the Offerors' preliminary Quality Control Plan. See Section C.1.4 of the Performance Work Statement for what the Quality Control Plan shall include.

L.12 QUESTIONS

Written questions regarding this solicitation will be accepted through May 7, 2010, 2:00 p.m., Eastern Standard Time. **Questions will be accepted via e-mail to Kimberlee Satterfield at kimberlee.l.satterfield@hud.gov** individual Offeror question(s) will be responded to directly. Answers will be posted on the FedBizOpps website: <http://www.fbo.gov>.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 SOURCE SELECTION PROCEDURES

(a) The Government has determined to use the source selection method, which is lowest price technically acceptable source selection process as described at FAR 15.101-2. The government anticipates awarding the contract without entering into discussions with offerors; however, in accordance with FAR 15.306 the government may have exchanges with offerors after receipt of proposals.

(b) The Government intends to award one contract resulting from this Solicitation to a responsible offeror using the lowest price technically acceptable source selection process. Award will be based on the lowest evaluated price of offerors meeting or exceeding the technical acceptability standards for the non-price factors. The following non-price evaluation factors will be used to evaluate all offerors: Factor 1- Prior Experience; Factor 2 - Past Performance; Factor 3 - Qualification of Proposed Staff; Factor 4 - Management Capability; and Factor 5 - Quality Control. All factors shall be evaluated on a "Pass/Fail" basis. In order to be considered for evaluation of lowest price, offeror non-price technical factors must first be determined technically acceptable.

M.2 NON- PRICE TECHNICAL EVALUATION FACTORS

Offerors should carefully review the Technical Evaluation Factors. In submitting a response to the Technical Evaluation Factors, the offerors shall provide full, clear and complete responses, carefully checking the instructions given in Section L of this RFP. The proposal must provide the information in the exact order indicated by the Technical Evaluation Factors.

FACTOR 1: Prior Experience

The offeror shall provide documentation of closing agent prior experience for a minimum of a 3-year period prior to submission of the proposal for the same or similar services relevant to the solicitation requirements. Documentation shall be sufficient to ascertain whether the offeror will be able to perform the contract requirements with a high level of quality.

The offeror shall identify all contracts, either ongoing or completed within the last three years, which demonstrate performance relevant to the solicitation requirements. If more than five contracts are relevant, then the offeror shall provide only the five most recent contracts. If the offeror has multiple segments (such as divisions, groups, units, etc.), or is affiliated in any way with other contractors, the offeror shall provide the most recent contracts performed by the segment that will perform the proposed contract before claiming credit for work performed as part of another segment/affiliate. Contracts for state and local governments, private sector clients, and subcontracts that are similar to the solicitation requirements will be evaluated equally with similar federal contracts. The offeror shall submit information on key personnel, major subcontractors, similar work performed as part of a team or joint venture, or similar work performed as part of a predecessor organization. The offeror is encouraged to discuss any negative performance issues that occurred during performance of the identified contracts and any corrective actions taken.

For each identified Federal contract, the offeror must specify the predominant product or service provided under the contract, the contract value, the contract award date, the contract completion date, and the name and title, address, telephone number, fax number, and email address (if available) of a person familiar with the offeror's performance. For each identified non-Federal contract, the offeror must identify the predominant product or service provided under the contract, the contract value, award and completion dates, and the names, titles, addresses, telephone numbers, fax numbers, and email addresses (if available) of at least two people familiar with the offeror's performance. If the offeror has provided services but was

not under a formal contract arrangement, the offeror shall provide the same information above for its five largest clients for whom the offeror worked at an arms-length relationship (i.e., not affiliated through ownership, employees, etc).

FACTOR 2: Past Performance

The offeror shall provide documentation of closing agent past performance for a minimum of a 3-year period prior to submission of the proposal, of the same or similar services relevant to the solicitation requirements, sufficient to ascertain the offeror would be able to perform the contract requirements with a high level of quality.

REFERENCES TO SUPPORT PAST PERFORMANCE:

NOTE: The offeror must prepare and sign a letter to each reference in this solicitation, prepare a Past Performance Questionnaire (see Section J, Attachments 1 & 2 to this solicitation) for each reference to complete and attach the questionnaire to the letter. The offeror shall provide a letter and Past Performance Questionnaire to the intended recipients and attach a copy of the letters with the offeror's proposal as an appendix to Volume I - Technical/Management Proposal.

The letters shall clearly state that the recipient should provide a reply to the Contracting Officer by fax to (404) 730-3426 or by email to simone.terry@hud.gov no later than May 26, 2010, 2:00 p.m. EST. Responses received after May 26, 2010, 2:00 p.m. will be considered untimely and will not be evaluated.

When evaluating the offeror's past performance, the Contracting Officer is not restricted to information obtained from the references but also may use information obtained from other sources.

If the Contracting Officer obtains a "unsatisfactory" rating from a reference, or negative past performance information from any other source on which the offeror has not had a previous opportunity to comment, and the past performance factor is the determining factor preventing the offeror from being eligible for an award, the offeror will be afforded the opportunity to comment on the negative information. This communication is not considered to be discussions, but, rather, is considered to be a permitted limited exchange of information.

If the offeror is a new entity and none of its key personnel and major subcontractors has ever performed work for others that are similar to the requirements in this solicitation, the offeror will not be evaluated favorably or unfavorably on past performance.

FACTOR 3: Qualification of Proposed Staff

Minimum experience requirements for this procurement include: the offeror shall provide adequate information to demonstrate the ability to perform and manage the work to be performed the geographic area proposed to ensure quality of performance. Sufficient evidence will include, at a minimum:

(a) A detailed staffing plan that shows how many staff will work on the HUD contract and in what location, demonstrates the availability of this staff, and establishes how the offeror will (1) perform the HUD work in competition with other work the offeror performs, (2) perform the estimated and, if needed, maximum quantities and adjust staffing and workload as needed to ensure capacity when the level of case assignments fluctuate, and (3) train staff initially and on a continuing basis.

(b) A description of the specific effort to be contributed by key personnel under the contract, including the person's role, specific qualifications for the task assigned, and the percentage of each individual's time utilized under this effort. The description (not a resume) shall clearly identify each person involved

in the performance of the contract, the role they play, and whether or not the individual is an employee or subcontractor. Key personnel shall include the contract manager and an alternate, the person overseeing quality control, the person overseeing the HUD account and management of funds received from buyers, and any person physically performing a closing.

FACTOR 4: Management Capability

At a minimum, the offeror shall provide adequate information to demonstrate the ability to perform and manage the work to be performed in the geographic area proposed to ensure quality of performance. Sufficient evidence will include, at a minimum:

- (a) A detailed work flow chart reflecting the process/steps the assigned cases would follow, with necessary accompanying narrative, which will clearly reflect the offeror's strategy for 1) timely completion of case assignments, 2) how work deadlines will be met, 3) that table funding of closings will occur or, if prohibited by state law, how funding of closings will be completed, and 4) how the geographic areas will be serviced (including names of staff in key assignments).
- (b) A description of where the geographic area office will be and how it will be equipped. If the office to be used is not already furnished and established, the proposal shall identify the offeror's planned office location, include a letter from the prospective lessor describing the facility (e.g., square feet, parking, etc.) and any contingency arrangement made for use of the space, and provide information that addresses its experience, financial resources and general ability to establish an office quickly. The office shall be reasonably located to provide service to HUD's clients in the geographical area to be served, and to efficiently perform all contractual requirements.

FACTOR 5: Quality Control

Minimum experience requirements for this procurement include: the offeror shall provide adequate information to demonstrate the ability to perform and manage the work to be performed in the geographic area proposed to ensure quality of performance. Sufficient evidence will include, at a minimum:

A clear plan for general oversight of the contract and quality control (QC): an acceptable oversight and QC plan will, at a minimum, identify the methods/processes the offeror will use to oversee contract performance to clearly ensure quality and timely performance and to prevent, detect, and correct any deficiencies in contract performance with little or no need for Government intervention. An acceptable QC plan will also include acceptable procedures, processes, and controls the contractor will use to prevent/eliminate the potential for fraud waste, or abuse of HUD funds and/or any other funds received in the performance of the contract.

M.3 EVALUATION OF PRICING

- (a) The evaluated price for the solicitation will be established by multiplying the unit prices submitted by the estimated quantity for each of the stated performance periods. The estimated price for each option year will then be added to determine the total evaluated contract price.
- (b) While price will not be assigned a rating during the evaluation, it is a criterion in the overall evaluation of proposals. Proposed prices will be evaluated utilizing price analysis techniques to determine whether prices are fair and reasonable as it relates to the requirements, and are consistent with the method of performance described in the offeror's proposal.

M.4 FAR 52.217-05, EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.5 BASIS OF AWARD

Award shall be made to the offeror whose proposal is determined technically acceptable for all technical factors with the lowest evaluated price.