AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	141

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000001	12/05/2016		

6. ISSUED BY CODE HUD-NFWR

US DEPARTMENT OF HUD
OFFICE OF THE CHIEF PROCUREMENT
OFFICER
1670 BROADWAY 23RD FLOOR
DENVER CO 80202-4801

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.
DU208WR-17-R-0002

x 9B. DATED *(SEE ITEM 11)*
11/16/2016

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

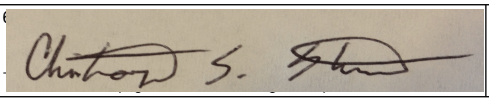
E. IMPORTANT: Contractor ☐ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

This amendment makes changes to the Performance Work Statement as a result of the Question and Answer period.

Question and Answers are provided as a part of this amendment and reference the changes to the Performance Work Statement.
Period of Performance: 02/28/2017 to 02/27/2018

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		CHRISTOPHER S. STUART	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. 	16C. DATE SIGNED 12/05/2016

Schedule B Description/Specifications

B.1. PRICE SCHEDULE

As total compensation for all services performed in accordance with the terms, conditions, and specifications stated herein, the Contractor will be paid upon completion and acceptance of the fixed unit prices listed for each line item.

B.2 TRANSITION COSTS

CLINs 0001 and 0002 - The contractor will be paid a firm fixed price for all requirements of paragraph 1.13 for Transition costs. The Contractor shall invoice CLIN 0001 for the first half of the installment of the Transition Price when the requirements of the first phase of the Transition Period have been completed. The Contractor is entitled to bill the second installment of the Transition Price when the requirements of phase two have been completed. Regardless of how long the transition actually takes the contractor shall not be entitled to any servicing fees until the GTR certifies that transition is complete.

CLINs 0004, 0008, 0012, 0016, and 0020 – Phase out transition costs shall include one-time expenses to transition the contract to the new contractor. These include the additional temporary labor, supplies, and other approved one-time costs. CLINs 0004, 0008, 0012, and 0016, and 0020 are not anticipated to be used unless the government does not unilaterally exercise the following option period. The cost for transition phase out will be negotiated during the option period the transition will occur in.

B.3 CLINs 0003, 0007, 0011, 0015, and 0019 - The Contractor shall be paid a fixed Monthly Service Price after the first full month of servicing capacity following transition for all requirements not elsewhere specified. The Contractor shall be entitled to compensation under the CLIN after completion of Transition as evidenced by written acceptance by the Government Technical Representative (GTR) and the Contracting Officer (CO). In the month following acceptance of the service by the GTR, the Contractor may begin to invoice the Monthly Service Price in accordance with the requirements of SECTION G - Contract Administration Data HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE). (DEC 2012) Alternate II.

The service price for the first month shall be prorated to include any days from the date of HUD's written acceptance through the end of that month.

The monthly service price shall be compensation for all requirements not elsewhere specified including all labor and other costs related to servicing all loans in the portfolio, updating the service to accommodate policy, legislative or regulatory changes; adapting to changes in HUD system or system configurations; and adding or deleting external interfaces as required to service all loans in the portfolio and relating to any of the tasks in this PWS.

B.4. CLINs 0005, 0009, 0013, 0017, and 0021- The following are cost reimbursable items: The actual cost of shipping files for record retention, or at the termination of the contract, when incurred in accordance with contract requirements, will be reimbursed as a pass-through expense with prior GTR approval. With authorization from the Contracting Officer, boxes used for archiving files at the Federal Records Center can be purchased from approved suppliers at the government price. All payments made by the Contractor on the Department's behalf, or for the borrower, shall be pass-through costs, and will be fully funded by the Department upon approval by the GTR. Other disbursements, considered chargeable to the Department, that are not made on behalf of the borrower must be pre-approved by the GTR prior to incurring the expense. Invoices and vouchers for these disbursements shall be submitted in accordance with paragraph 5.3.8.

One Time Reimbursables – One Time Reimbursables are those expenses that occur only once and are necessary at the beginning of the contract. They include the following: Initial contractor employee training but not recurring training after the transition period is over; Contractor employee travel to initial training but not travel after the transition period is over; Office set-up expenses such as space build out, IT installation, etc. but not recurring monthly lease or phone bills; Moving of all the fireproof file cabinets from former contractor's office site to the new contractor's office site; it does not include: Computer equipment, phones, or furniture — these are to be amortized; Lump sum insurance, employee bonuses, or other similar expenses.

Additionally, any work that the Contractor performs that the GTR deems work not completed by the previous contractor will be paid by the reimbursable CLIN.

BASE CONTRACT PERIOD					
CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**TOTAL AMOUNT**
0001	Transition In-Phase I	1	Job		
0002	Transition In-Phase II	1	Job		
0003	Loan Servicing	9	Month		
0004	Transition Out *NOTE: The transition out CLIN will only be ordered in the event that HUD determines to not exercise the next option period. This will be a unilateral decision by HUD and may be ordered at any time during the contract period.*	1	JOB		**RESERVED**
0005	Reimbursable Items	NTE			Provided by Government
0006	TRAVEL Not to Exceed	NTE			Provided by Government
				TOTAL PRICE FOR BASE PERIOD	$

OPTION PERIOD 1					
CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**TOTAL AMOUNT**
0007	Loan Servicing	12	Month		
0008	Transition Out *NOTE: The transition out CLIN will only be ordered in the event that HUD determines to not exercise the next option period. This will be a unilateral decision by HUD and may be ordered at any time during the contract period.*	1	JOB		**RESERVED**
0009	Reimbursable Items				Provided by Government
0010	TRAVEL Not to Exceed				Provided by Government
				TOTAL PRICE FOR BASE PERIOD	$

OPTION PERIOD 2					
CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**TOTAL AMOUNT**
0011	Loan Servicing	12	Month		
0012	Transition Out *NOTE: The transition out CLIN will only be ordered in the event that HUD determines to not exercise the next option period. This will be a unilateral decision by HUD and may be ordered at any time during the contract period.*	1	JOB		**RESERVED**
0013	Reimbursable Items	NTE			Provided by Government
0014	TRAVEL Not to Exceed	NTE			Provided by Government
				TOTAL PRICE FOR BASE PERIOD	$

OPTION PERIOD 3					
CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**TOTAL AMOUNT**
0015	Loan Servicing	12	Month		
0016	Transition Out *NOTE: The transition out CLIN will only be ordered in the event that HUD determines to not exercise the next option period. This will be a unilateral decision by HUD and may be ordered at any time during the contract period.*	1	JOB		**RESERVED**
0017	Reimbursable Items	NTE			Provided by Government
0018	TRAVEL Not to Exceed	NTE			Provided by Government
				TOTAL PRICE FOR BASE PERIOD	$

OPTION PERIOD 4					
CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**TOTAL AMOUNT**
0019	Loan Servicing	12	Month		
0020	Transition Out *NOTE: The transition out CLIN will only be ordered in the event that HUD determines to not exercise the next option period. This will be a unilateral decision by HUD and may be ordered at any time during the contract period.*	1	JOB		**RESERVED**
0021	Reimbursable Items	NTE			Provided by Government
0022	TRAVEL Not to Exceed	NTE			Provided by Government
				TOTAL PRICE FOR BASE PERIOD	$

Performance Work Statement (PWS)
Home Equity Conversion Mortgages (HECM)

09/01/2016

Version 1.0

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HUD regulations governing the program are contained in 24 CFR 206. Handbooks guidelines are in 4235.1 REV-1; 4330.1 REV-5, Chapter 13; 4335.2. Other guidance is contained in applicable Housing Notices, Mortgagee Letters, subsequent publications regarding HECM loans, as well as in the verbiage in the Note, Mortgage, and the Home Equity Conversion Loan Agreement. 39

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Standard reports including but not limited to, those reports described below. The Contractor shall deliver all reports to the GTR and GTM accordingly but, not later than the fifth (5th) business day after the end of each month, except for Ad Hoc Reports and Accounting Reports. 41

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1 General Information

1.1 Introduction

The National Servicing Center (NSC), a Headquarters' Division of the Office of Single Family Housing Asset Management (OSFAM), in the U.S. Department of Housing and Urban Development (HUD), is seeking to obtain support for performing nationwide comprehensive reverse mortgage loan servicing activities according to mortgage industry loan servicing standards.

Under this Contract, customer service is a high priority and critical to the successful performance of mortgage loan servicing functions. As such, the NSC is also seeking to obtain professional customer service support that not only provides mortgage servicing support, but also customer service support that supports a wide variety of incoming inquiries from reverse mortgage (HECM) borrowers, HECM lenders/servicers, home ownership counseling organizations, the general public and other HUD divisions.

1.2 Background

The Federal Housing Administration (FHA), an organizational unit within HUD, administers the single-family mortgage insurance program. Although primarily a mortgage insurer, FHA has occasion to become the holder of primary mortgages through the assignment of HECM mortgages. These loans and notes are serviced for HUD by a private sector Contractor.

FHA Insured HECM loans, commonly referred to as reverse mortgages, are designed to enable elderly homeowners to convert the equity in their homes to monthly streams of income and/or lines of credit. To guarantee continued payments to the borrower, should the lender fail to make the required payments, a second mortgage in HUD's name is executed and recorded subsequent to the first mortgage.

FHA Assigned HECM loans are FHA insured first mortgage loans in good standing, and upon reaching a specified threshold, were assigned to HUD for continued loan servicing for the life of the loan. Before acceptance of assignment of the first mortgage, HUD ensures that there is clear title from the lender to HUD. Following assignment, monthly or periodic payments are made by HUD's Contractor to the borrower. The Contractor also monitors the status of tax and hazard insurance payments and initiates foreclosure of the loan upon the death or non-compliance of the borrower.

The Housing and Community Development Act of 1987 (P.L. 100-242, February 5, 1988) established and subsequent legislation has amended, a Federal mortgage insurance program, Section 255 of the National Housing Act, 12 USC 1715z-20, to insure home equity conversion mortgages (HECM).

HUD regulations governing the program are contained in 24 CFR 206. Handbooks guidelines are in 4235.1 REV-1; 4330.2 REV-1&2; 4330.1 REV-5, Chapter 13; 4335.2; and 4310.5 REV-2. Other guidance is contained in applicable Housing Notices, Mortgagee Letters, subsequent publications regarding HECM loans, as well as in the verbiage in the Note, Mortgage, and the Home Equity Conversion Loan Agreement.

HECM loans are serviced using the Home Equity Reverse Mortgage Information Technology (HERMIT) system. Additionally, HUD's Contractor interfaces with a number of HUD information

management systems. HUD utilizes a variety of systems to store information related to the approximately 650,000 active HECM loans. The Contractor shall regularly verify data in HERMIT, SMART, or any replacement system, with SAMS, SFIS, SFISnet and FHAC.

1.3 Constraints

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

1.4 Description of Services

The objectives sought from this contract are:

- Professional, effective, and comprehensive reverse mortgage loan servicing while maintaining a high standard of customer service.
- Maximum recoveries from the loan portfolio at the earliest possibility.
- Demonstrated effective risk management that identifies opportunities for reducing the loan portfolio.
- Expanded Customer Service Support.

1.5 Non-Personal Services

The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services.
If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately. These services shall not be used to perform work of a policy, decision making, or management nature, i.e. inherently Government functions. All decisions relative to programs supported by the Contactor shall be the sole responsibility of the Government.

1.6 Period of Performance

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

1.7 Place of Performance

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

1.8 Hours of Operation

The Contractor is responsible for providing services between the hours of 7:00 am to 7:00 pm, local time in the geographic area, Monday thru Friday except for Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closing, or similar Government directed facility closings. Weekly hours shall not exceed a forty (40) hour

work week and a typical work day will be 8 hours each day Monday through Friday. The Government reserves the right to change hours of operation or restrict contractor access. Work outside of these daily hours is prohibited without Contracting Officer approval. Government agencies will not be available during scheduled holidays, inclement weather, weekends, and after duty hours.
The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within the contract when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.

1.9 Special Qualifications

Key Personnel: The personnel specified below are considered to be essential to the work being performed under this contract and are considered key personnel as referenced in paragraph 4.5 of the 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 a resume (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 meet the following minimum qualifications:
Contract Manager Qualifications: based on past work history and the following minimum requirements are required: Minimum of three (3) years Reverse Mortgage Servicing experience, Relevant Project Management, Staffing, Developing Budgets, Coordination, Strategic Planning, and Quality Management. Experience must have been acquired within the last four (4) years.
Alternate Contract Manager Qualifications: based on past work history and the following minimum requirements are required: Minimum of three (3) years Reverse Mortgage Servicing, Relevant Project Management, Staffing, Developing Budgets, Coordination, Strategic Planning, and Quality Management. Experience must have been acquired within the last four (4) years.
Cash Manager Qualifications: Minimum of three (3) years Mortgage Servicing Related Accounting experience, Certified Public Accountant (CPA) license and experience with U.S. Treasury Cash Management Regulations.
Loan Servicing Manager Qualifications: Minimum of three (3) years Reverse Mortgage Servicing experience to include direct management of, and daily interaction with, at least 30 employees. Experience must have been acquired within the last four (4) years.
Quality Control Manager Qualifications: Minimum of three (3) years Mortgage Servicing Related Quality Control experience executing a mortgage review test plan including the level of servicing quality and solutions to meet the Clients service level objectives, internal and external audit processes, remediation to ensure accuracy, and quality and mitigate potential losses. Experience must have been acquired within the last four (4) years.
Title Attorney Qualifications: Minimum of three (3) years mortgage related experience in the following duties: Examines title work, contracts, and other legal documents to determine accuracy and/or clear and marketable title. Reviewing Legal documents covering purchase and sale of property, drafts deeds, releases and affidavits, and presenting other evidence to meet legal requirements of mortgage related documents. Examines instruments and opinions prepared by other attorneys and advises as to legal requirements in connection with title. Searches and examines public records and writes opinions on titles or title defects. Experience must have been acquired within the last four (4) years.

1.10 Post Award/Kickoff Conference

The Contractor shall attend any post award conference convened by the contracting activity or

contract administration office in accordance with FAR Subpart 42.5. The Government intends to convene a Post Award Conference with the Contractor within ten business days after contract award. The Contracting Officer will notify the Contractor of the specific date, location, and agenda within five business days after contract award. The Contractor and Key Personnel shall attend the post award conference.

1.11 Status Meetings

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

1.12 Contractor Travel

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

1.13 Transition In

The Contractor shall, upon the Contracting Officer's written notice, furnish Transition-In services as required. As a successor, the Contractor shall have sufficient personnel on board during the ninety (90) day Transition-In period to ensure a smooth transition with the incumbent Contractor. The Contractors staff shall demonstrate an in depth knowledge of comprehensive reverse mortgage servicing activities, and interpretation of HUD regulations governing the HECM loan program. They must also have a wide range of knowledge in compliance monitoring, accounting principles, bankruptcy activities and foreclosure proceedings. The Contractor shall provide an orderly transition of work acceptance and accomplishment such that any impact to the program is minimized.

During this period, the Contractor shall complete preparation activities, including but not limited to attending meetings with HUD staff. The Contractor shall attend specialized training provided by HUD and the former Contractor.

Transition-In is not required if the successor Contractor is the incumbent Contractor.

Phase One begins on the effective date of the contract and continues for forty-five (45) calendar days. During this period, the Contractor shall complete preparation activities, including but not limited to attending meetings with HUD staff. The Contractor shall attend specialized training provided by HUD and the former Contractor. The Contractor shall complete the establishment of its physical infrastructure, ensure that a complete qualified and trained workforce of employees

or subcontractors are in place, obtain all licenses, permits, bonds and qualifications, required to transact business in the geographic locations within the contract area and implement the information technology and support necessary to perform the requirements contained in this PWS.

Office Location: The Contractor shall establish a fully equipped office within 50 miles of Tulsa or Oklahoma City, OK not later than thirty (30) calendar days from the award date of the contract. The Contractor shall notify the CO and GTR upon completion. All services shall be performed at the primary contractor's facilities.

Systems Security Administrator: Not later than five (5) business days from the award date of the contract, the Contractor shall provide to the GTR the designated Systems Security Administrator (SSA) who at a minimum has qualifications with experience in federal security documentation and system certification. The GTR will provide the necessary security forms via electronic submission and the Contractor shall coordinate a date with the GTR whereby each individual will be required to complete the process.

Systems Security: HUD's system clearance procedures require that the SSA shall use forms provided by HUD to initiate requests for user access to SMART, other HUD systems and to request access modifications and deletions. The SSA shall certify, not later than 20 business days from the effective date of the contract and ongoing seven (7) days from new hire, that all staff has received instruction in system security issues, are familiar with the contents of the current version of HUD Handbook 2400.24 Rev. 2, Information Security Program, and have completed the HUD's Computer Based Training program or Rules of Behaviors.

Limited Powers of Attorney - Not later than ten (10) business days after the effective date of the contract and annually thereafter, if applicable, the Contractor shall prepare Limited Powers of Attorney (LPOA) as necessary to perform the contract. The Contractor shall prepare and record revocations of any recorded, unexpired LPOA's not later than the date the Contractor is no longer responsible for performing contract services covered by the LPOA. All costs associated with filing the LPOA and ancillary documents shall be at the expense of the Contractor and not reimbursable.

The Contractor's responsibilities concerning the LPOA shall include determining which units of local government within the Contractor's service area require an original LPOA (or revocation); completing and submitting the appropriate number of original LPOA (or revocation) documents to the GTR for execution; recording the duly executed documents with each required unit of local government; forwarding documentation to the GTR which confirms the LPOA (or revocation) has been filed for recordation. Examples of acceptable documentation include a copy of the Limited Power of Attorney (or revocation) marked "filed for recordation" and/or receipt from the Recorder's Office evidencing the filing of the document. The LPOA(s) shall name specific individuals authorized to perform stated tasks. Authorities authorized under an LPOA may not be re-delegated to others not named. The Department is considering replacing LPOA's with the delegation of authority to the Contractor via a Federal Register notice. If this change is implemented, the Contractor will not be required to prepare LPOAs and the contract will be modified accordingly.

Zero Balance Account: The Contractor shall submit one (1) zero-balance account information to the GTR, not later than fourteen (14) business days from the effective date of the contract. The Contractor shall establish one (1) account with a Federally Insured Depository to deposit and process all funds drawn down under HUD's line of credit procedure. The Contractor shall notify the GTR of the account numbers as well as online access information. The Contractor shall make all documentation available for review at the request of the GTM/GTR. Monthly bank account fees are not reimbursable.

The account shall be a non-interest bearing, zero-balance checking account. The account shall be in the name of the HUD, but designated in the care of the contractor. Checks are to be signed by the Contractor's designated staff. The Contractor shall have software that verifies

check numbers by comparing issued check numbers against check numbers being presented for payment. Check stock and design shall bear a watermark or other form of protection to prevent duplication by Xerox and be approved by the GTR in advance of the checks being ordered. Checks must also bear the statement "void after ninety (90) days" from date of issuance.

Line of Credit: The contractor shall maintain a one million dollars ($1,000,000) line of credit and proof shall be provided NLT ten (10) business days after issuance of the pre-award notice that it is the apparently successful offeror.

Quality Control Plan (QCP): The Contractor shall provide the CO and GTR with a specific written QCP for all tasks specified in this contract not later than thirty (30) calendar days after the post award conference. The QCP shall be designed and implemented to result in quality and timely contract performance to prevent, detect, and correct any deficiencies in contract performance with little or no need for government intervention. The QCP shall be revised as circumstances dictate, to reflect necessary changes during the progress of the contract.

Management Work Plan (MWP): The Contractor shall provide CO and GTR with a specific written management work plan for all tasks specified in this contract not later than thirty (30) calendar days from the effective date of the contract. The MWP shall include a detailed allocation of contract resources and time scheduled for accomplishment of the tasks and the deliverables to be provided. The MWP shall be revised as circumstances dictate, to reflect approved changes during the progress of the contract.

The MWP, at a minimum, shall include a detailed allocation of contract resources and time scheduled to accomplish the tasks along with the deliverables to be provided. The MWP shall include a detailed work flow chart reflecting the process and steps the assigned cases would follow which clearly reflect the Contractor's strategy for: I) timely completion of case assignments; 2) how work deadlines will be met including how adjustments in staffing and workload will be made when there are fluctuating levels of case assignments; and 3) how the portfolio of assets will be serviced (including names of staff in key assignments).

Continuity of Operations Plan (COOP): The Contractor shall provide to the CO and GTR a specific written COOP for all services specified in this Contract not later than thirty (30) calendar days from the effective date of the contract. The COOP shall be designed and implemented to result in all services required under this contract being continued without interruption in the case of an emergency or crisis requiring relocation of the Contractor's office and other resources. The COOP, at a minimum, shall include a detailed listing of contract services, alternative resources, processes and steps to immediately relocate the office, other resources, and any other pertinent information needing consideration.

Training: The Contractors staff will receive servicing and system training by HUD or its designee at the NSC beginning no less than 60 calendar days from contract award. The Contractor shall notify the GTR of all attendees not later than two (2) business days prior to the commencement of the training. All PIV documents must be submitted to HUD prior to the commencement of training. After training begins, additional trainees may be added only with the GTRs prior approval. HUD reserves the right to adjust the number of trainees who may attend. After initial training, training of additional employees is the responsibility of the Contractor. In the event of any significant change in program terms or directives, HUD will provide subsequent training as needed.

Customer Relations/Servicing Guide (Guide): The GTR will provide a Customer Relations/Servicing Guide to the Contractor within thirty (30) business days of the effective date of the contract. Included in the guide will be information and guidance to assist the customer service center in providing customer service to callers. Also in the guide are two directories listing contact information for Housing Counseling Agencies and Mortgage Servicers. The Contractor shall update the directories with current contact information, as well as a current employee directory by servicing area for all servicing staff on a quarterly basis and forward the

updated directories not later than five (5) business days of completion to the GTR.
Phase Two: begins forty-six (46) calendar days from the effective date of the contract and continues for another forty-five (45) calendar days. Phase Two of the transition is intended to expire on the same date as the expiration date of the existing Loan Servicing Contract. However, unforeseen circumstances may require that the Contracting Officer extend the expiration date of the existing Loan Servicing Contract, at which time the Contractor shall be notified of such extension.
Contract Performance: Not later than seventy-five (75) calendar days from the effective date of the contract, the Contractor shall begin performing contract servicing requirements.
Complete Infrastructure: The Contractor shall notify the GTR, in writing, that the Contractor has adequate facilities, staff, subcontract support, equipment and supplies in place to perform all of the tasks required under the PWS and shall provide a final list of key staff, office locations, email addresses, direct phone numbers for staff and emergency contact information to the GTR not later than seventy-five (75) calendar days from the effective date of the contract. The GTR will perform an onsite inspection that will be delivered to the Contracting Officer.
File Transfer: Not later than forty-six (46) calendar days from the effective date of the contract, the former Contractor will begin transfer of all servicing files including inventory lists, via HUD to the Contractor. The Contractor shall reconcile the physical files to the inventory list and to the system. Following transfer, the Contractor shall review the system for scanned loan documents and review the physical files for the legal documents. Any discrepancies shall be annotated on the inventory list by the Contractor and provided to the GTR. The Contractor shall complete the inventory of the files not later than sixty (60) business days from receipt of the initial account files and inventory list from HUD.
Loan Servicer's Guide: The Contractor shall submit for the GTR's approval a Loan Servicer's Guide for use by the Contractor's staff in servicing the HECM portfolio not later than sixty (60) calendar days from the effective date of the contract. The Contractor may develop a new Guide or modify the existing Guide. The Contractor shall develop, modify and recommend servicing policy and foreclosure procedures to improve overall loan servicing operations. The Guide and any items routinely incorporated into the Guide shall be approved by the GTR. The GTR shall have thirty (30) business days to issue approval.
Welcome Letter: Not later than the seventy-five (75) calendar days from the effective date of the contract the Contractor shall send a Welcome Letter to all mortgagors providing a toll-free number, and the name of the new loan servicer handling the loan. The letter may contain additional information about the loan and collection policies of the Contractor and HUD. This Welcome Letter shall comply with RESPA's Notice of Transfer requirements and shall constitute a combination notice, which satisfies both the Contractor and HUD's notice of transfer obligations under RESPA. The Contractor shall provide e-mail notification to the GTR upon completion of this task.
Full Servicing Capacity: The Contractor shall be at full servicing capacity of the HUD portfolio ninety (90) calendar days from the effective date of the contract, unless otherwise notified by the Contracting Officer. The Contractor shall certify that they are able to process release of liens, cut disbursement checks, scan and attach images at a loan level into HERMIT, receive/retrieve voice mail, send/receive email, send/receive faxes, process deposits through OTC. Net, access SMART and SFIS, and order property inspections.

1.14 Transition Out

To minimize any decrease in productivity and to prevent possible negative impacts on additional services, the Contractor shall have sufficient personnel on board during the ninety (90) day Transition-Out period. The incumbent Contractor shall ensure a smooth transition with the

successor Contractor during the Transition-Out period, prior to completion of contractual performance. The incumbent Contractor shall aid the successor in the development of plans, procedures, and methods for the assumption of all on going work. The incumbent Contractor shall provide the successor Contractor a minimum of six (6) hours a day for onsite, side by side training during the scheduled training period. The Contractor shall provide an orderly transition of work acceptance and accomplishment, such that full control by the successor Contractor is achieved by the end of the new contract Transition-In period.

2 Definitions and Acronyms

2.1 Definitions

Business/Work Days - Every official work day of the week which are days between and including Monday to Friday. This does not include public holidays and weekends.
Calendar Day - Any day of the week.
Contractor - A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.
Contracting Officer (CO) - A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: the only individual who can legally bind the Government.
Defective Service - A service output that does not meet the standard of performance associated with the Performance Work Statement.
Deliverable - Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.
Government Furnished Property (GFP) - Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.
Government Technical Monitor (GTM) - An individual designated by the Contracting Officer to assist in providing technical direction and monitoring under the contract.
Government Technical Representative (GTR) - An employee of the U.S. Government appointed by the Contracting Officer to perform contract administration activities in regard to technical issues. This individual has authority to provide technical direction to the Contractor as long as direction is within the scope of the contract, does not constitute a change and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
Performance Requirements Summary (PRS) - A listing of the performance requirements under the contract that are to be evaluated by the Government on a regular basis, performance indicators for these requirements, performance standards for these requirement and surveillance methods to be used to determine if performance standards are met.
Performance Standard - The Contractor's performance level required by the Government.
Performance Work Statement (PWS) - A statement of work for performance based acquisitions that describe the required results in clear, specific and objective terms with measurable outcomes.
Physical Security - Actions that prevent the loss or damage of Government property.

Quality Assurance (QA) - Policies and procedures adopted by the Government to ensure that supplies and services acquired under Government contracts conform to the contracts quality requirements.
Quality Assurance Surveillance Plan (QASP) - A plan describing how the agency will survey, observe, test, sample, evaluate and document the Contractor's performance in meeting critical performance standards identified in the contract.
Quality Control (QC) - All necessary measures taken by the Contractor to assure that the quality of an end product of service shall meet contract requirements.
Service Contract - A contract that directly engages the time and effort of a Contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.
Subcontractor - Any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, material, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and any person who offers to furnish or furnishes general supplies to the prime contractor or a higher tier subcontractor. The Government does not have privity of contract with a subcontractor.
Work Week - Monday through Friday, unless specified otherwise.

2.2 Acronyms

ACA - Program Asset Control Area Program
ACD - Program Accelerated Claims Disposition Program
AQL - Acceptable Quality Level
CFR - Code of Federal Regulations
CO - Contracting Officer
COI - Certificate of Indebtedness
COOP - Continuity of Operations Plan
CCLR - Claims Collection Litigation Report
CSR - Customer Service Representative
CWCOT - Claim without Conveyance of Title
DIL - Deed in Lieu of Foreclosure
DOJ - Department of Justice
ECLASS - Electronic Courses on Loss Mitigation and Servicing
EVARS - Extension and Variance Automated Response System
FAR - Federal Acquisition Regulation
FHA - Federal Housing Administration
FOIA - Freedom of Information Act
GNND - Good Neighbor Next Door (fka OND/TND)
GNT - Good Neighbor Team
GTM - Government Technical Monitor
GTR - Government Technical Representative
HCA - Housing Counseling Agency
HECM - Mortgages Home Equity Conversion Mortgages, also called Reverse Mortgages
HERMIT - Home Equity Reverse Mortgage Information Technology System
- Home Ownership Center- There are 4 HOCs: Denver, CO; Santa Ana, CA; Atlanta, GA; and Philadelphia, PA.
HUD - U. S. Department of Housing and Urban Development. The terms "Department of Housing and Urban Development, "HUD, and "Government shall be synonymous and may be used interchangeably in this contract.
HUDAR - HUD Acquisition Regulation
HQ - HUD Headquarters, Washington, DC

IRS - Internal Revenue Service
MIC - Mortgage Insurance Certificate
MOU - Memorandums of Understanding and Interconnectivity Security Agreements
NJF - Non-Judicial Foreclosure
NSC - HUD National Servicing Center, Oklahoma City and Tulsa, OK
NEHEMIAH - Nehemiah Housing Opportunity Grants Program
OIG - HUD Office of Inspector General
OND - Officer(s) Next-Door Program
PC - Partial Claim Subordinate Mortgage
PMM- Purchase Money Mortgage
REAC - Real Estate Assessment Center
REO - HUD Real Estate Owned Division
RESPA - Real Estate Settlement Procedures Act
SAM - Shared Appreciation Mortgage
SAMS - HUD Single Family Acquired Asset Management System (A80S)
SEM - Shared Equity Mortgage
SF - Single Family
SFIS - HUD Single Family Insurance System (A43)
SFDMS - Single Family Default Monitoring System
SMART - Single Family Mortgage Asset Recovery Technology
SOP - Standard Operating Procedure
TND - Teacher(s) Next Door Program
TBD - To Be Determined
VRS Voice Response System
CBT - Computer-Based Training
CCB - Change Control Board
CFO or OCFO - Office of the Chief Financial Officer of HUD
CFR - Code of Federal Regulations
CIO or OCIO - Office of the Chief Information Officer of HUD
CO - Contracting Officer
COR - Contracting Officer Representative
COTS - Commercial Off-the-Shelf
CPO - Office of the Chief Procurement Officer of HUD
EST - Eastern Standard Time (U.S.)
ETC - Estimate to Completion
GAO - U.S. General Accounting Office
GTM - Government Technical Monitor
GTR - Government Technical Representative
HUD - U.S. Department of Housing and Urban Development
HUDAR - HUD Acquisition Regulation
HUD Web - HUDs Intranet Web Site and related WEB pages.
IG or OIG - Inspector General (Office of)
IT - Information Technology
OCPO - Office of the Chief Procurement Officer
OIG - Office of Inspector General
OMB - Office of Management and Budget
PL - Public Law
PM - Project Manager
POC - Point of Contact
PPM - Project Planning and Management
QA - Quality Assurance

QASP - Quality Assurance Surveillance Plan
QCP - Quality Control Plan
SF - Standard Form
TBD - To be determined
U.S.C - United States Code

3 Government-Furnished Property and Services

Single Family Insurance System (SFISnet or A43) - The Single Family Insurance System (SFIS) is a HUD system of record used to maintain the insurance-in-force (IIF) database, which contains accurate and detailed case information on FHA-insured single family properties (except HECM). The Contractor shall access SFIS to verify loan information as deemed necessary to determine insurance status and claims information.
FHA Connection -The FHA Connection is an interactive system available through the Internet that gives approved FHA lenders real-time access to FHA systems for the purpose of conducting official FHA business in an electronic fashion such as reporting the status of insured loans. Additionally, the FHA Connection allows HUD to post information of interest to Mortgagees. FHAC can also be used to determine insurance and claims information.
Single Family Mortgage Asset Recovery Technology (SMART) - the current business service provider used to service and track servicing activities on most loan portfolios named within this PWS. SMART is currently the business service provider that provides automated business processes that support comprehensive loan servicing on all other programs that are under the jurisdiction of the National Servicing Center. SMART has the capability to perform comprehensive loan servicing requirements necessary to meet HUD guidelines for servicing the various HUD loan programs.
Home Equity Reverse Mortgage Information Technology (HERMIT) - a business service provider used to service and track servicing activities for HECM loans. The servicing module in HERMIT allows HUD and servicers to effectively service all HECM loans from initial loan setup through the claims process. All HECM servicing is expected to occur in the HERMIT system.
Asset Disposition and Management System (P260) - a business service provider used by HUD to track and manage REO properties.
Neighborhood Watch - Neighborhood Watch is intended to aid HUD/FHA staff in monitoring lenders and our programs and to aid lenders and the public in self-policing the industry. The system is designed to highlight exceptions, so that potential problems are readily identifiable. In addition, the system can be used to identify loan programs, geographic areas and lenders that are performing well.
HUD-owned toll-free telephone number (877-622-8525).
Access to HUD Information Systems - Contractor employees (including subcontractors) who will need to have access to HUD information systems and/or business service providers (e.g. SAMS or SMART) must undergo a background investigation. See Clause HUDAR 2452.239-70 Access to HUD Systems (Deviation).
Security Access - Due to the sensitivity of loan, property and vendor profile data, access to HUD systems and/or business service providers shall be limited to individuals based upon their specific duties and the security of the system. As a condition of obtaining access, Contractor employees requiring access to HUD systems shall follow the procedures as set forth in Section I, HUDAR 2452.239-70. HUD may grant, deny, or revoke an individual's access rights to a HUD system based upon the results of the security background check of the individual. The Contractor shall provide written notification to the GTR not later than one (1) business day of termination or resignation of any employee granted HUD systems access or when there is no longer a need for access to HUD systems by any Contractor employee. The Contractor shall

maintain an up-to-date list that identifies contract employees with access to each of the information systems described in this section and the justification for each employee's level of access.
The GTR will request access to the computerized systems and/or business service providers and any databases used to track and service Secretary-owned mortgages, not later than five (5) calendar days from receipt of approved security clearance.
References - All HUD Handbooks, Forms, Housing Notices, Mortgagee Letters, and Federal guidelines are available through the library resource section of the HUD website at: http://www.hud.gov/offices/adm/handbks forms/handbooks.cfm.
Standard Operating Procedures - HUD will provide standard operating procedures (SOPs) for all loan programs serviced under this contract which shall be followed by the Contractor along with Handbooks and all other directives provided.
VPN Connectivity - HUD Headquarters Information Technology Division (IT) will order and coordinate connectivity via VPN Tunnel to the Contractors office upon identification of the Contractors facility address. Installation of the VPN Tunnel is estimated to take 60 calendar days or more.
Fire Proof Cabinets - The legal documents for Puerto Rico cases cannot be duplicated or replaced; therefore, the Contractor shall safeguard all documents by electronic imaging and storage. The original legal documents for Puerto Rico cases shall be stored in fireproof cabinets for the life of the contract. HUD owns eighteen (18) fireproof (FP) file cabinets. HUD-owned FP cabinets are needed for the storage of the Puerto Rico legal documents; therefore, the Contractor shall arrange for the transportation and associated transportation costs for these cabinets. The transportation costs shall be considered part of the start-up costs.

3.2 Facilities

No facilities will be provided by the Government.

3.3 Equipment

The Contractor shall provide hardware equipment that is adequately maintained and fully operational to support all business service providers identified within this PWS. This includes all interface connectivity, application software, interface control document (ICD) testing and documentation to support the requirements of the PWS; NSC accessibility; and access to any SF Asset Management Office including, but not limited to, the HOC offices and HUD headquarters offices. All systems shall be compatible with the HUD platform environment. The Contractor shall ensure all systems are compatible with future environments that HUD may upgrade or into which HUD may migrate. All business servicing providers, websites, and databases developed, enhanced, modified, maintained and supported for use during the life of this contract shall be in conformity with the accepted standard practices of HUD's IT infrastructure and system development platforms.
(http://www.hud.gov/offices/cio/sdm/devlife/def/newstand.cfm)
Internal Controls and Compliance - The contractor shall establish, document, and maintain internal controls appropriate to the services performed under the contract, including separation of duties, audit logs, quality assurance procedures for data integrity, protection of personally identifiable information, authentication of personal identity in transactions with the public, system security, continuity of operations and system change control. The contractor shall answer inquiries, provide documentation, and give access to facilities in support of HUD's audits and internal control and compliance reviews, including the annual audit of FHA's financial

statements, annual reviews of internal controls under OMB Circular A-123 and annual reviews of financial system compliance under OMB Circular A-127.
Federal standards and requirements - Applicable Federal standards and requirements to the contractor are identified in Table 1.0. The contractor is responsible for maintaining compliance with these standards as they are updated by Congress and the issuing Federal agencies. Corresponding and related standards and requirements for HUD are identified in Table 2.0.
Personally Identifiable Information - The contractor shall establish, document, and maintain technical and procedural protections against the release of personally identifiable information. The contractor shall complete a Privacy Impact Assessment annually.
Authentication of Personal Identity - The contractor shall establish, document, and maintain technical and procedural methods to authenticate personal identify in all transactions with the public in accordance with Federal e-Authentication regulations. The contractor shall complete an e-Authentication Risk Assessment report annually on their System Security. The contractor shall establish, document, and maintain technical and procedural protections for system security in accordance with NIST 800.53 REV3 or current version. The contractor shall complete a System Security Plan, an Independent System Test and Evaluation (ST&E), a Security Controls and Assessment Report (SCAR), a Contingency Plan, and Contingency Plan Test Reports. The contractor shall maintain and execute a Plan of Action and Milestones to correct deficiencies identified in the ST&E and SCAR.
The Contractor shall maintain the security and integrity of business service provider's data and/or systems data, all maintenance, training and technical support to all various users, and must comply with all HUD security requirements including employees taking the required HUD Security Awareness Training. The contractor shall ensure that all functions of the contract are carried out regardless of the capabilities of HUD's systems.
Data Transfer - The Contractor shall transfer the data from all business service providers and/or systems according to HUD's approved IT policies and procedures on data transfer protocol. Any such data transfer shall be coordinated with HUD to ensure adequate safeguards are taken to protect HUD's system integrity.

3.4 Materials

The Government will provide all available servicing files to the Contractor.
Copies of required materials may be provided to the Contractor in hard copy or soft copy. All materials will remain the property of the Government and will be returned to the GTR upon request or at the end of the contract period.

3.5 Quality Assurance (QA)

The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable quality level.
HUD Performance Evaluation - HUD staff will evaluate the Contractor's performance under this contract by conducting reviews on a random sample of accounts. In addition to continuous monitoring through the use of reports and computerized database systems, HUD may also evaluate cases in response to feedback from mortgagors and other parties of interest. These reviews may be on-site file reviews, electronic file review via the Internet, or the Contractor may be required to send, at the Contractor's cost, the files selected for review to HUD for physical review. The Loan Servicing Scorecard can be found at attachment 1.

Performance Report and Debriefing - HUD will debrief the Contractor after each review. When quality assurance reviews indicate defective performance, the GTR or GTM will provide the Contractor a written detailed description of the observations and will request the Contract Manager to respond to the observation, in writing, not later than thirty (30) business days from receipt. If the Contractor agrees with the observation and the GTR determines corrective action is required, the Contractor shall comply with the requirements of the specific task. If the observation is disputed, the contract manager shall attempt to resolve the issue with the GTR. If a disagreement remains, it will be elevated to the Contracting Officer (CO) for a decision. HUD reserves the right to take corrective actions available under the contract terms and conditions for continually defective performance.

Meetings - The Contract Manager or alternate may be required to attend face-to-face open issue meetings on a monthly basis, or more frequently if required by the GTR. A quarterly performance meeting shall be held with the GTR, GTM, Contracting Officer and HUD Management personnel. This meeting may be held more frequently if required by the contracting officer. The Contractor shall provide the GTR and CO with email minutes of all meetings held, not later than five (5) business days after a meeting.

4 Contractor-Furnished Items and Services

The Contractor shall furnish, all facilities, equipment, and supplies required to perform the work under this contract.

Personnel: Contract Manager, Alternate Contract Manager, and Cash Manager- the Contract Manager shall have full authority to act for the Contractor on all matters relating to daily operations, and for the performance of the contract. The designated Alternate Contract Manager shall act in the absence of the Contract Manager, with the same authority and responsibilities as the Contract Manager. The Contract Manager or Alternate Contract Manager or HUD approved designee shall be on-site during normal duty hours. The names of the Contract Manager, Alternate Contract Manager, Cash Manager, Quality Control Manager, Loan Servicing Manager, IT Manager, and Title Attorney shall be included in the personnel named in HUDAR 2452.237-70 Key Personnel Clause, located at paragraph 4.5 of the contract. Any changes in Key Personnel must be approved by the Contracting Officer and GTR prior to assuming the position.

Customer Service - In as much as the Contractor's performance reflects directly on the Department, customer service is a high priority under this contract. The contactor shall work to perform the highest level of customer service to HUD's clients. The Contractor shall ensure that all contacts with the public and HUD employees promote HUD's objectives under this PWS, encourage participation by industry professionals and mortgagors that will result in a high level of customer satisfaction. Customers, for the purpose of this PWS include: mortgagors, nonprofit organizations, government entities, real estate brokers and agents, title companies, attorneys, Mortgagees, Estate representatives, Borrowers family members, and HUD employees. Customer service includes, but is not limited to, answering questions; resolving complaints; providing loan information and status; referring customers to appropriate service agencies; assisting all callers in a prompt, professional and courteous manner and ensuring that mortgagors are satisfied with their experience.

Telecommunications Hook-Ups, Etc. - The Contractor shall maintain the HUD-owned toll free telephone number available for use by HUD employees and customers. The Contractor shall provide telecommunications hook-ups, including equipment to communicate with hearing-impaired clients, and a sufficient number of toll-free lines to meet the performance requirements for an estimated 5,000 - 15,000 calls per month with the capacity to handle up to 25,000 calls per month. The Contractor shall provide direct telephone numbers for each of their servicing staff members. The telephone system for the toll-free lines shall include an option for Spanish

language communication and TDD for the hearing impaired. The Contractor shall have the capability of growth to support ongoing HUD programs and initiatives that may need separate toll-free numbers. The equipment shall have the ability to transfer calls through an Interactive Voice Response (IVR) prompt which will require connectivity from the Contractor's office to the NSC; the Contractors equipment shall provide the ability for the NSC to monitor live incoming calls into the Contractors telecommunications system, monitor toll-free calls to capture workload and performance statistics, generate reports to document, at a minimum, the following information:

- The number of calls received on a monthly, quarterly, semi-annual and annual basis;
- The number of employees logged into the system at any given time;
- The time spent on each call; and
- The number of calls that are not answered before they enter the queue or after they enter the queue (abandoned calls).

The Contractor shall ensure that the telecommunication system maintain an operational capability 100% of the time, except during periods of approved documented scheduled maintenance. (Scheduled maintenance shall be approved by the GTR no later than 48 hours prior to downtime.) The Contractor's telecommunications equipment shall be operational and maintain continuous telecommunication operation (defined as that equipment necessary to receive and route calls, capture required statistical data, offer callers the opportunity to listen to prerecorded messages and to accept voice mail).

Response Time -The Contractor shall provide prompt, courteous and accurate response to all inquiries regarding requests for loan information in general. The Contractor shall respond to telephone inquiries not later than 12 noon or one (1) business day of the date the call was placed to the Contractor's office or the expiration of such shorter or longer period as expressly authorized or required by this PWS. The Contractor shall respond to written and electronic inquiries no later than two (2) business days following receipt of the inquiry or the expiration of such shorter or longer period of time expressly authorized or required by this PWS. This applies to all areas of service areas in the contract and is not just related to Customer Service.

Freedom of Information Act -The Contractor shall be familiar with the Freedom of Information Act (FOIA) (Title 5 V.S.C. Section 552) and the Privacy Act (5 V.S.C. 552a) and shall assist HUD in responding to requests for information. The Contractor shall forward all requests for information that are subject to FOIA or the Privacy Act to the FOIA Officer as determined by the GTR. In the case of a FOIA request that involves costs to the requestor, the Contractor shall provide a cost breakdown to the GTR.

Litigation -The Contractor shall not represent that it is authorized to accept service of process on behalf of HUD. However, if the Contractor receives any pleading naming HUD as a party, the Contractor shall provide the GTR and the Office of General Counsel in the jurisdiction specified and any other designated HUD representative with a copy of such pleading not later than one (1) business day after receipt of the pleading. GTR will provide contact information.

Document Pick-Up and Delivery: The Contractor shall pick up and deliver documents daily, except for holidays, to and from the Oklahoma City HUD office. In the event the Contractor is unable to pick up documents, documents will be sent daily to and from the Oklahoma City HUD office via same courier or overnight delivery at the Contractor's expense.

Equipment and Supplies: All tools, supplies, and items of equipment necessary to the performance of the contract and the deliverables herein are the responsibility of the Contractor. The Contractor shall ensure that all systems shall be compatible with HUD's operating environment. HUD's environment operates by Microsoft Windows 2016 currently and Internet Explorer 11 (IE 11) and any subsequent changes. The Contractor shall ensure the hardware

and software being used is compatible with HUD's computer systems.
Check Printing Equipment: The Contractor shall provide check-printing equipment and associated router. This equipment must be approved by the GTR.
Electronic Communication with HUD: The Contractor shall procure access through a commercial on-line application to electronically communicate with HUD users and to access HUD's Internet web site and Wide Area Network (WAN). The Department currently uses MS Outlook for internal and external e-mail.

4.1 Facilities

The contractor shall furnish all facilities necessary to meet the requirements under this PWS.

4.2 Equipment

The contractor shall furnish all equipment necessary to meet the requirements under this PWS.

4.3 Material

The contractor shall furnish all materials necessary to meet the requirements under this PWS.

4.4 Contractor Responsibilities

The Contractor shall only conduct business with designated Government personnel listed as points of contact (POCs). Names of authorized personnel shall be provided to the Contractor by the Government, in writing, and updated as necessary throughout the contract period.
U.S. Government records, copies of original results and reports, verified original data, corrected data and corrected supporting final reports which are maintained by the Contractor remain the property of the U.S. Government. These files/results must be surrendered to the GTR.
The Contractor shall establish and maintain a physical loan file that contains all documents, legal instruments and correspondences that pertain to each loan in the portfolio. The Contractor shall adhere to all current HUD regulations and directives on file retention and storage requirements as described in Handbook 2225.6 Rev. 1 Chg. 44 or subsequent policy directive. The actual cost of shipping files for record retention, or at the termination of the contract, when incurred in accordance with contract requirements, will be reimbursed as a pass-through expense with prior GTR approval.
Delivery of Files Upon Request - The Contractor shall, not later than five (5) business days from receipt of a written request of 100 files or more from the GTR, deliver to HUD complete, accurate, legible, and accessible copies of the requested electronic or physical files. Requests of files less than 100, the Contractor shall deliver no later than forty-eight (48) hours from request.
Date Stamps -The Contractor shall date stamp all incoming correspondence with the date the document was received in the Contractor's office. Date stamp shall bear the name of Contractor, "Received" and received date.
Non-Disclosure of Sensitive Information - Neither the Contractor nor any of its employees or affiliates shall disclose nor did cause to be disseminate any information relating to the services hereunder to any person not entitled to receive it. Failure to safeguard any sensitive information that may come to the Contractor or any person under his/her control in connection with work under this PWS, may subject the Contractor or its agents or employees to criminal liability or termination for default. The Contractor shall establish procedural and technical controls in their

quality control plan to protect confidential and sensitive information.
File Storage -The file storage facility provided by the Contractor shall meet all Federal requirements for storage of Federal records and financial assets. The files shall be located in a facility that allows these files to be available to the Contractor or staff not later than twenty-four (24) hours from request. The Contractor shall safeguard all documents including but not limited to legal documents, correspondences, accounting related documents, etc. by electronic imaging and storage.
The Contractor shall establish controls to protect data from accidental or malicious alteration or destruction prior to submission to HUD's Federal Records Center. These controls must be documented in the QCP.
The Contractor shall maintain check stock and signature software in a secure location for which login and logout procedures are established and followed. Check stock shall be securely maintained and accounted for daily by maintaining an audit control log.
Certificate of Independence: The contractor shall certify to the GTR or GTM that each employee does not have a Secretary Held Mortgage, using the form Certificate of Independence.

4.5 Contractor Personnel

The Contractor shall provide a Contract/Project Manager who shall be responsible for the performance of work. An alternate shall also be designated to act in the absence of the Contract/Project Manager. These Contractor personnel (main point of contact and alternate point of contact) are considered Key Personnel by the Government and shall be listed as such in accordance with HUDAR 2452.237-70, "Key Personnel. The Contract/Project Manager and alternate shall have full authority to act on all contract matters relating to daily operations of this contract. Accordingly, at a minimum, the points of contact shall have the technical knowledge of the requirement and be in the position to actually receive assignment, guidance, and direction from the GTR, GTM and CO per HUDAR 2452.237-73, "Conduct of Work and Technical Guidance" and shall be allocated enough hours to the requirement to ensure successful performance. These points of points of contact shall each be an employee of the Contractor. An employee of a subcontractor is not acceptable for either of these positions. The Contract/Project Manager or alternate shall be available between the hours of 8:00am to 4:30pm Monday through Friday EST, except Federal Holidays or when the Government facility is closed for administrative reasons.

4.6 Identification of Contractor Employees

All Contractor/subcontractor personnel shall wear company picture identification badges as to distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone, or via electronic mail, Contractor/subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Contractors/subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signature blocks shall identify their company affiliation. Where practicable, Contractor/subcontractors occupying collocated space with their Government program customer shall identify their work space area with their name and company affiliation, or at a minimum, "Contractor" after name.

4.7 Quality Control

The Contractor shall establish and maintain a complete quality control program that shall ensure services are performed in accordance with this contract. The Contractor shall develop and implement procedures to identify, prevent, and ensure non reoccurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirements of the contract. The Contractor shall provide the associated Quality Control Plan to the Government as directed.

5 Scope of Work

The following task requirements support the regulatory and program directives to ensure that the stated contract objectives are met. The tasks that follow define the contract requirements and activities to support loan servicing of the HUD reverse mortgage portfolio and customer service support. Also, included are loan servicing task requirements and activities for HUD's reverse mortgage portfolio that need program specific instructions. While there are servicing requirements not listed in the section below, failure to list a requirement in the PWS does not negate the Contractor's obligation to perform all tasks required to thoroughly service HUD's reverse mortgage portfolio in accordance with all published guidance, and any additional guidance provided by HUD, for such servicing. Additionally, HUD reserves all rights and remedies under the provisions and clauses of the contract when performance of any contract requirement is unacceptable, whether or not listed below.

Specific Tasks

The Contractor shall perform comprehensive loan servicing activities according to mortgage industry loan servicing standards as well as meet the specific needs of the Department and its customers. The Contractor shall utilize industry standard tools, manual preparation and/or interfaces with HUD's business service providers in performing the requirements of this PWS. In the event that any interface is not operational, it is the Contractor's responsibility to utilize other available resources as the requirements must still be met. Loan servicing activities include those financial and non-financial actions necessary to make sure that the portfolio of loans are managed and serviced in accordance with all applicable governing laws and in accordance with departmental policies, procedures and regulations. The major activities include acceptance of assignment and title review, accounting functions, payment collection according to the Fair Debt Collection Practices Act, disbursement of payments, annual recertification, foreclosure activities, bankruptcy activities, compliance monitoring, enforcement monitoring, preparation and recording of releases /and or satisfaction of mortgages.

5.1 The Contractor shall furnish all necessary services, equipment, materials, licenses, supplies, facilities, personnel, and supervision to accomplish the tasks as specified in this Contract unless otherwise directed.

> **5.1.2** The Contractor shall not utilize any tools, methods or processes that are standard industry loan servicing practices which are in conflict with any government requirements or applicable local laws.
>
> **5.1.3** The Contractor shall ensure compliance with HUD regulations, references, outstanding policy memoranda, sound mortgage banking practices, accounting principles, state law, and other Federal requirements as they are implemented.
>
> **5.1.4** The Contractor shall maintain complete and accurate physical and electronic servicing files. The electronic files must include computerized notes documenting all servicing actions relating to the loan (loan history), electronically imaged copies of all

documents generated by or relating to any servicing actions, and electronically imaged copies of all correspondence sent or received relating to the loan. All correspondence received shall be date stamped upon receipt, imaged and attached at loan level, including the envelope, within ten (10) business days of receipt. Hard copies of documents generated by any servicing actions shall be filed in the appropriate servicing file. The Contractor shall make available for review all response letters and any relevant supporting documentation upon request by the GTM/GTR. All shall be made available to HUD upon request. The Contractor shall track the receipt of legal instruments and verify that these legal instruments are completed in compliance with program requirements. The Contractor shall notify the sending parties and the GTR of non-receipt of legal instruments not later than specified in the most current HUD guidance or as specified by the GTR.

5.1.4 Performance Standards
a) Standard: All correspondence received shall be date stamped upon receipt, imaged and attached at loan level, including the envelope on HECM loans, within 10 business days of receipt.
AQL: 90% of all servicing correspondence is date stamped, imaged and attached at a loan level within 10 business days of receipt.

5.1.5 All files and data shall remain the property of HUD. The Contractor holds these loan documents and permanent records in custody for HUD. Electronically imaged documents shall be produced in hard copy when requested by HUD. The Contractor shall retain original legal documents. The Contractor shall account for all files placed in its custody by HUD, HUD's Former Contractor or a mortgage lender. If a file is lost, the Contractor shall be responsible and financially liable for reconstructing the file.
5.1.6 The Contractor shall box closed files as they become appropriate for archiving. With authorization from the Contracting Officer, boxes used for archiving files at the Federal Records Center may be purchased from approved suppliers at the government price. The archived boxes shall be delivered, at the cost of the Contractor, to the National Servicing Center in Oklahoma City, Oklahoma for processing to the Federal Records Center in Ft. Worth, TX, in accordance with HUD Handbook 2225.6 Rev-1.
5.1.7 Escalated correspondence received by the GTR or GTM may be forwarded to the Contractor for response preparation. The timeframe for response shall be determined by the GTR or GTM, but will not be later than five (5) business days from receipt of the correspondence. Routine correspondence will normally require a response not later than five (5) business days, but more urgent inquiries may require a faster turnaround, including one business day (1) requirements. The Contractor shall thoroughly review all loan level information and refer to HUD regulations, Handbook guidelines, Housing Notices and Mortgagee Letters to appropriately respond to the inquiry. The Contractor shall prepare a detailed recommendation to the GTR/GTM that responds to all issues brought forth by the inquiry.

5.1.7 Performance Standards
a) Standard: The Contractor shall respond to all escalated correspondence no later than five (5) business days from receipt of the correspondence.
AQL: No deviation to the standard.
Deliverables
A001 Escalated Correspondence Log Report

5.1.8 Governmental Inquiries -The Contractor shall notify the GTR not later than twenty-four (24) hours following receipt of any request for information from an elected or public official and shall, not later than two (2) business days of said request, provide written information to assist HUD in preparing a response.

5.1.8 Performance Standards
a) Standard: The Contractor shall respond to all Governmental Inquiries no later than two (2) business days from receipt of the correspondence.
AQL: No deviation to the standard.
Deliverables
A001 Governmental Inquiries Log Report

5.1.9 HUD Office of General Counsel (OGC) Inquiries - The Contractor shall process all requests from OGC for a Certificate of Indebtedness within two (2) business days of receipt of request.

5.1.9 Performance Standards
a) Standard: The Contractor shall process all requests from OGC for a Certificate of Indebtedness within two (2) business days from receipt of request.
AQL: No deviation to the standard.

Maximized recoveries from the loan portfolio at the earliest possibility

5.2. Contractor shall take whatever administrative actions are necessary to identify and protect the Government's interest in connection with bankruptcy such proceedings, but shall not act as the Government's representative in any hearings before the Court.

5.2.1 If the Contractor anticipates a need for Government representation in an actual hearing before the Court, or to petition the Court on the Government's behalf (for example, to make a unilateral motion unsupported by the Debtor) then the Contractor shall promptly notify the GTR of such need. Thereafter, HUD will arrange for such representation by the Government attorney(s) from the Justice Department, or another Federal agency, as appropriate. The Contractor shall cooperate with said Government attorney(s) in support of the Government's case and continue to monitor said bankruptcy as indicated by the industry standards.

5.2.2 The Contractor shall determine where bankruptcy has been filed or notices received. The Contractor shall deliver documentation of bankruptcy monitoring for review of the GTM/GTR by the tenth (10th) business day of each month.

5.2.2 Performance Standards
a) Standard: The Contractor shall deliver proof of monthly bankruptcy monitoring to the GTR by the tenth (10th) business day of each month.
AQL: No deviation to standard.
Deliverables
A002 Proof of Bankruptcy Monitoring

5.2.3 If a mortgagor files bankruptcy, the Contractor shall utilize any tools or processes used in standard industry practices of loan servicing that are in the best interest of the

Government.

5.2.4 The Contractor shall prepare and file Proof of Claims not later than five (5) business days from notification of bankruptcy filing. The proof of claim shall be imaged upon receipt of recorded proof of claim.

5.2.4 Performance Standards

a) Standard: The Contractor shall prepare and file Proof of Claims not later than five (5) business days from notification of bankruptcy filing.

AQL: No deviation to standard.

Deliverables

A002 Proof of Bankruptcy Monitoring

5.2.5 The Contractor shall ensure the Government's interests are protected through adherence to industry standard loan servicing practices and following all HUD policy directives. Any interests of the Government lost under this contract as the result of the action or inaction of the Contractor shall require said loss to be reimbursed to the Government by the Contractor for 100% of loss incurred. In the event that HUD's security interest is lost due to the Contractor's action or inaction, the amount due to the Government shall be the amount equal to the payoff amount of the loan as of the date that HUD is notified of the loss. Any disbursements made to a borrower after the Contractor has received notice that the loan is eligible to be called due and payable shall be reimbursed to the Government at 100%. Late fees and costs associated with remedying Contractor delays may not be charged to the loan or reimbursed by the Government**.**

Accounting

5.3 The Contractor shall process all monthly payments to the HECM Assigned borrowers on the first (1st) business day of the month. All requests for unscheduled advances shall be processed within five (5) business days from receipt of the borrower request. The Contractor shall process and disburse all payments of escrow items on all applicable mortgages, as well as payments made to HECM mortgagors as monthly mortgage payments and/or line of credit payments. All payments shall be funded through the program designated zero-balance checking account(s). The Contractor shall process all fully funded Life Expectancy Set Aside (LESA) payments before the bill becomes delinquent. The Contractor shall process all partially funded LESA payments to the HECM Assigned borrower semi-annually. The Contractor is responsible for performing an annual analysis of LESA to determine whether the funds are sufficient to make required distributions for the next year.

5.3 Performance Standards

a) Standard: The Contractor shall process all monthly payments to the HECM Assigned borrowers on the first (1st) business day of the month. All requests for unscheduled advances shall be processed within five (5) business days from receipt of the borrower request.

AQL: No deviation to standard.

Disincentive: - For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a

beginning...." (The servicing CLIN that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.

5.3.1 Where property charges are requested to be paid by the Contractor and the Contractor fails to pay timely, any late fee or charge for the late payment shall be at the expense of the Contractor. The Contractor shall make all documentation available for review at the request of the GTM/GTR.

5.3.2 The Contractor shall not charge fees or assess late charges on HECM Assigned mortgages:

- For providing monthly statements to mortgagors;
- For processing payment plan change;
- For preparing a payoff statement.

5.3.3 The Contractor shall process loss draft requests not later than two (2) business days from receipt of the insurance claim proceeds by initiating the Loss Draft Set Aside setup in HERMIT.

5.3.3 Performance Standards

a) Standard: The Contractor shall process all loss draft requests not later than two (2) business days from receipt of request.

AQL: 97% of all loss draft requests were processed within two (2) business days.

5.3.4 The Contractor shall process payoff requests not later than two (2) business days from receipt of a request. The payoff request must be imaged and attached to the loan within ten (10) business days.

5.3.4 Performance Standards

a) Standard: The Contractor shall process all payoff requests not later than two (2) business days from receipt of request.

AQL: 97% of all payoff requests were processed within two (2) business days.

Disincentive: - For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.

5.3.5 The Contractor shall process all payments through Treasury not later than the next business day after receipt. The Contractor shall process payoff proceeds and allow for a shortage of up to $100.00. Additionally, payoffs received which would create an overage of $2500.00 or greater, will be returned to the remitter.

5.3.5 Performance Standards

a) Standard: The Contractor shall process all payments to Treasury not later than the next business day after receipt.

AQL: 97% of all payments were processed not later than the next business day after receipt.
<u>Disincentive</u>: - For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.

5.3.6 Contractor shall keep a monthly log of all payments received. The monthly log shall be delivered to GTR by the tenth (10th) business day of each month.

<u>5.3.6 Performance Standards</u>
a) Standard: The Contractor shall deliver a monthly log of all payments received by the tenth (10th) business day of each month.
AQL: No deviation to standard.
<u>Deliverables</u>
A006 Payment Received Log

5.3.7 The Contractor shall accept cash payments. The Contractor shall give the remitter a receipt and convert the cash to a bank draft or money order, and identify the draft or money order with the FHA case number the loan program to which it relates.

5.3.8 The Contractor shall ensure complete documentation of all disbursements and other accounting related functions. All information relative to disbursements and accounting shall be readily accessible and filed in the loan level servicing file. All accounting files shall be the property of HUD and available to HUD upon demand during the Contractor's regular business hours. The files shall be forwarded to the GTR or GTM not later than five (5) business days from request.

5.3.9 The Contractor shall process any non-sufficient fund (NSF) check twice before assessing a $10.00 NSF charge to the homeowner's account. The Contractor shall make all documentation available for review at the request of the GTM/GTR. The Contractor shall issue an NSF letter not later than two (2) business days of the assessment, advising the homeowner of charges added to the account.

5.3.10 The Contractor shall perform cash reconciliation on a daily and monthly basis; the contractor shall ensure controls are adequate and transactions are verified for accuracy; and shall post and research schedules sent by the Treasury Department. All noted variances must be corrected/cleared within fifteen (15) calendar days of identification. Notification and backup documentation for variance correction shall be delivered to the GTR upon correction. The Contractor shall provide accounting and disbursements records to the GTR not later than five (5) business days from request.

<u>5.3.10 Performance Standards</u>
a) Standard: The Contractor shall perform cash reconciliation on a daily and monthly basis. Cash reconciliations must be delivered no later than the fifth (5) business day of each month.
b) Standard: Variance correction shall be corrected/cleared within fifteen (15) calendar days of identification.
AQL: No deviation to the standard.
<u>Deliverables</u>
A012 Cash Reconciliation
A033 Notification and backup documentation for variance/correction

shall be delivered to the GTR upon correction.

5.3.11 The Contractor shall reconcile and balance bank statements and shall submit the bank statements and reconciliations not later than the tenth (10th) business day of the month to the GTR. Outstanding checks, aged ninety (90) calendar days or greater shall be reconciled and reported to the GTR by the tenth (10th) business day of the month.

5.3.11 Performance Standards

a) Standard: Bank statements and reconciliations shall be submitted to the GTR not later than the tenth (10th) business day of the month.

AQL: No deviation to the standard.

Deliverables

A003 Bank account reconciliations

A013 Aged check reconciliations

5.3.12 The Contractor shall ensure all federal tax reporting requirements are processed timely in accordance with IRS rules. The contractor shall ensure controls are adequate and transactions are verified to maintain accurate reporting for IRS forms 1098's, 1099A, 1099M and 1099C.

5.4 Home Equity Conversion Mortgage (HECM) Assigned Servicing

HUD regulations governing the program are contained in 24 CFR 206. Handbooks guidelines are in 4235.1 REV-1; 4330.2 REV-1&2; 4330.1 REV-5, Chapter 13; 4335.2; and 4310.5 REV-2. Other guidance is contained in applicable Housing Notices, Mortgagee Letters, subsequent publications regarding HECM loans, as well as in the verbiage in the Note, Mortgage, and the Home Equity Conversion Loan Agreement.

5.4.1 The Contractor shall use a vendor to monitor taxes on the HECM loan portfolio and determine when taxes are current, have not been paid or are delinquent. If taxes are reported as delinquent, the Contractor is responsible for generating and sending the borrower a delinquency letter within five (5) business days from receipt of delinquency. Proof of tax monitoring shall be noted at a loan level in HERMIT. Payment of taxes shall continue until the loan is terminated or otherwise instructed by the GTR/GTM.

The Contractor shall monitor the hazard and flood insurance on the HECM loan portfolio and determine when the property was insured, if the policy has expired or has been cancelled. If the insurance is not current, the contractor is responsible for generating and sending the borrower a delinquency letter within five (5) business days of notification of delinquent insurance.

Homeowner's Association (HOA) dues on properties located in super-lien states shall be closely monitored on a monthly basis. If HOA dues are not being paid or the loan is in a due and payable status, approval to pay the dues shall be requested from the GTR/GTM.

5.4.1 Performance Standards

a) Standard: The Contractor shall monitor taxes on a monthly basis.

AQL: No deviation to standard.

b) Standard: The Contractor shall prepare and send delinquency letters within five (5) days of notification on all accounts reported as delinquent.

AQL: No deviation to standard.

c) Standard: The Contractor shall monitor hazard and flood insurance on a monthly basis.
AQL: No deviation to standard.
d) Standard: The Contractor shall prepare and send delinquency letters within five (5) days of notification of delinquent insurance.
AQL: No deviation to standard.
<u>Deliverables</u>
A004 Tax, Hazard and Flood Insurance Monitoring Report

5.4.2 The Contractor shall use a service provider to monitor death notices on a monthly basis. Proof of death monitoring shall be noted at a loan level in HERMIT. Upon notice of death of a borrower from the contractor's service provider or other source, the contractor shall update the Contacts information in HERMIT with the date of death within two (2) business days of notice.

<u>5.4.2 Performance Standards</u>
a) Standard: The Contractor shall monitor death notices on a monthly basis.
AQL: No deviation to the standard.
<u>Deliverables</u>
A005 Monthly Death Notice Report

5.4.3 The Contractor shall send Annual Occupancy Certification Letters to mortgagors within thirty (30) calendar days prior to the anniversary date of the loan origination, or thirty (30) calendar days' post anniversary date (verbal occupancy certifications will not be accepted). If the mortgagor does not respond within thirty (30) calendar days from the date of the initial letter, the Contractor shall send a follow up Certification Letter marked "Second Notice." If the mortgagor fails to respond to the second notice, the Contractor shall order an occupancy inspection not later than two (2) business days after the expiration of the second notice to verify the occupant of the property. The Contractor shall attach all correspondence at a loan level and shall make all documentation available for review at the request of the GTM/GTR.

<u>5.4.3 Performance Standards</u>
a) Standard: Annual occupancy certification letters shall be sent to mortgagors within thirty (30) calendar days prior to the anniversary of the occupancy certification due date.
AQL: No deviation to standard.

5.4.4 If at any time mail is returned or there is other indication that a HECM property may be vacant, abandoned or no longer owner occupied by the borrower(s), such as a code violation or neighbor notification, the Contractor shall attempt to contact the borrower within two (2) business days. If unsuccessful, the Contractor shall have two (2) business days to order an occupancy inspection. HUD approval is not needed to order the inspection. Upon notification that a property may be vacant, the Contractor shall order an on-site inspection within two (2) business days. Inspections must indicate that contact was made. If the Contractor determines a property is vacant (no longer occupied), the Contractor shall update HERMIT to request custodial care and add the vacancy date not later than two (2) business days of determination.
The Contractor shall request monthly inspections on all loans in a due and payable status that are not in custodial care, and HERMIT shall be updated with the inspection results not later than five (5) business days from receipt of inspection. If the inspection

states “no access available”, the Contractor shall make additional attempts to obtain access (contact condo/HOA, borrower, family and/or alternate contact etc.). If the additional attempts are unsuccessful, the Contractor shall notify GTR/GTM within two (2) business days.

5.4.4 Performance Standards
a) Standard: The Contractor shall request monthly inspections on all loans in a due and payable status and not in custodial care.
AQL: 90% of the due and payable loans were inspected on a monthly basis.
Disincentive: - For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.

5.4.5 Within five (5) business days of notification that a property is vacant, the Contractor shall move the loan into a Due and Payable status and mail a repayment letter to borrower/estate. After the repayment letter sent to the borrower/estate has expired with no request submitted to sell or execute a deed-in-lieu, the Contractor shall recommend for foreclosure to the GTM/GTR within five (5) business days. Within five (5) business days from receipt of approval from HUD, the Contractor shall mail Notice of Intent to Foreclose letter to borrower/estate. If no attempt to cure is made, the Contractor shall refer to Foreclosure within forty-five (45) business days from the date of the NOI.

5.4.5 Performance Standards
a) Standard: The Contractor shall refer loans for foreclosure within forty-five (45) business days from the date of the NOI.
AQL: 97% of the loans were referred within 45 days from the date of the NOI.
Disincentive: - For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.

5.4.6 Surviving Non-Borrowing Spouse (NBS) – After the death of the last surviving borrower and the loan is due and payable and the Contractor has determined there is a Surviving NBS, who was legally married or engaged in a committed relationship with the borrower and resides in the property as his principal residence and has the legal right to reside and remain in the residence, the Contractor will obtain and review the required documentation to determine the NBS’s eligibility for deferral of due and payable status.
5.4.7 If the family or estate is attempting to sell the property - Within five (5) business days of receipt of Letter of Intent, the Contractor shall obtain documented communication with the family that the family is actively marketing and attempting to sell the property. If marketing attempts are unsuccessful after six (6) months and no

extension has been granted, the Contractor shall recommend to the GTM/GTR for foreclosure within five (5) business days.

5.4.8 If the family has requested a Deed in Lieu of foreclosure, within five (5) business days of receipt of Letter of Intent, the Contractor shall refer to the Deed in Lieu attorney.

5.4.9 The Contractor shall monitor the Non-judicial foreclosures (NJF) assigned to NJF Commissioners to ensure the foreclosure sale is completed no later than one hundred twenty (120) calendar days from referral to the Commissioner. The Contractor shall request the current status of the foreclosure from the Commissioner on a monthly basis and shall note HUD's system of record accordingly. If the Contractor determines that the Commissioner is not proceeding with timely foreclosure actions, the GTM/GTR is to be notified for further direction.

5.4.9 Performance Standards

a) Standard: The Contractor shall monitor the NJF foreclosure sales monthly and notify the GTR/GTM when a sale is not completed within one hundred twenty (120) calendar days from referral to the Commissioner.

AQL: No deviation to the standard.

Deliverables

A015 Monthly Foreclosure Status Report

5.4.10 The Contractor shall prepare and submit judicial foreclosure packages to GTM/GTR. The Contractor shall review the title report and ensure the title chain and the mortgage assignments are in correct order prior to submitting to GTR/GTM. The GTM/GTR will then submit and monitor these foreclosure cases with the Department of Justice and request periodic updated documents from the Contractor. Judicial foreclosures are handled directly by the GTM/GTR and OGC Staff. Any contact or correspondence received after the referral is made shall be forwarded to the GTM/GTR.

5.4.10.1 Since foreclosure packages are submitted electronically to the Department of Justice, the contractor will upload separately in HERMIT three (3) complete packages each including the following information:

1. Certificate of Indebtedness (COI) Package
   a) Certificate of Indebtedness document
   b) COI Statement of Relevant Facts document
   c) Statement of Account
   d) Itemized Transaction History
   e) 1st and 2nd Promissory Notes
   f) 1st and 2nd Mortgage/Deed of Trusts
   g) Death Certificates on all mortgagors
   h) Notice of Intent to Foreclose (NOI) with certified mailing card/receipt
   i) HERMIT Servicing Notes

2. CCLR Package
   a) CCLR Cover Letter
   b) Latest Inspection Report and identification of occupants (if any)
   c) Current Title Search
   d) Title Policy from mortgage origination
   e) All servicing letters (newest to oldest dates)
   f) All correspondence from debtors and heirs
   g) Last signed Certificate of Occupancy letter

3. CCLR Document

5.4.10.2 The Contractor shall submit the DOJ Submission Review Worksheet via email to GTM/GTR as confirmation that the package has been entered in HERMIT.

5.4.10 Performance Standards

a) Standard: The Contractor shall correctly prepare and submit complete NJF packages to the NJF Commissioner within forty-five (45) days from the date of the NOI.

b) Standard: The Contractor shall correctly prepare and submit complete DOJ packages to HUD within forty-five (45) days from the date of the NOI.

AQL: 97% of the loans were referred correctly within forty-five (45) days from the date of the NOI.

5.4.11 Deed in Lieu of Foreclosure requests shall be completed no later than ninety (90) calendar days from receipt of the Letter of Intent to execute a Deed in Lieu of Foreclosure.

5.4.11 Performance Standards

a) Standard: The Contractor shall complete all Deed in Lieu requests within ninety (90) calendar days.

AQL: 97% of the Deed in Lieu requests were completed within ninety (90) calendar days.

5.4.12 Title Review Post Foreclosure or Deed in Lieu – The Contractor shall review the title work received from the foreclosure or Deed in lieu attorney within ten (10) business days of receipt after foreclosure or completion of deed-in-lieu of foreclosure and advise GTM/GTR of any title defects found.

The Contractor shall work to remedy any title issues identified and provide a monthly update to GTM/GTR of progress. If the title issue cannot be resolved within sixty (60) calendar days, the Contractor shall submit recommendation for repurchase (if title issue occurred prior to assignment) or submit legal opinion to HUD for resolution (if title issue occurred after assignment).

5.4.12 Performance Standards

a) Standard: Monthly status report of all title issues being worked by the Contractor shall be delivered no later than the tenth (10) business day of each month. The status report shall contain the case number, borrowers last name, date title issue was identified, title issue and status of resolution.

AQL: No deviation to standard.

5.4.13 The Contractor shall prepare conveyance packages and process for conveyance all vacant properties that have been foreclosed or a DIL completed, not later than five (5) business days from receipt of original or copy of the recorded deed. The date the foreclosure deed was recorded must be entered into the appropriate timeline in HERMIT.

When a foreclosure or DIL has been completed and the inspection confirms occupancy, the Contractor shall refer to evection attorney within five (5) business days of receipt of the original or copy of recorded deed. The Contractor shall send the Notice to Vacate

letter within five (5) business days from receipt of recorded deed.
The Contractor shall monitor the eviction to ensure the eviction is completed within ninety (90) calendar days unless an extension request is submitted and approved by the GTR or designee.
Eviction proceedings shall be charged to the loan. The Contractor shall make all documentation available for review at the request of the GTM/GTR.

5.4.13 Performance Standards
a) Standard: The Contractor shall correctly convey to REO not later than five (5) business days from receipt of recorded deed.
AQL: 97% of properties are correctly conveyed not later than five (5) business days from receipt of recorded deed.
b) Standard: Evictions are completed within ninety (90) calendar days from receipt of recorded deed.
AQL: 97% of evictions were completed within ninety (90) calendar days from receipt of recorded deed.
Disincentive: For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice amount for the CL1N titled "Service based on a beginning...." (CL1N 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
Deliverables
A016 Monthly Eviction Status Report
A017 Monthly Conveyance Report

5.4.14 The Contractor shall notify the GTR or designee of the acceptance of a third-party bid not later than two (2) business days after a foreclosure sale. The Contractor shall make all documentation available for review at the request of the GTM/GTR. The Contractor shall monitor receipt of the 10% deposit from the NJF Commissioner for the third-party sale. The remainder of the proceeds should be received within thirty (30) calendar days of the sale, unless an extension is approved by the GTR/GTM.

5.4.14 Performance Standards
a) Standard: The Contractor shall notify GTR/GTM of third-party bid within two (2) business days after a foreclosure sale.
AQL: No deviation to the standard.

5.4.15 The Contractor shall submit complete short sale packages to the GTR or designee not later than five (5) business days from determining eligibility.

5.4.15 Performance Standards
a) Standard: The Contractor shall submit complete short sale packages within five (5) business days of receipt of complete package.
AQL: No deviation to standard.

5.4.16 Non-Judicial foreclosure attorney fees, costs and expenses shall be added to the payoff amount on payoff's and 3rd party sales. The NJFC should be advised to add these costs to the bid amount received from the Contractor.
5.4.17 If a property in foreclosure should move to a short sale, the attorney fees, costs

and expenses will not be added to the net amount due HUD from the sales proceeds.
5.4.18 The Contractor shall prepare, execute and record releases and/or satisfactions, including any ancillary documents required to complete the release, or facilitate the recordation, not later than fifteen (15) business days from receipt of a request that a release is required. The Contractor shall utilize industry standard tools, manual preparation and/or interfaces to prepare and execute releases and/or satisfactions at the cost of the Contractor. In the event that any interface is not operational, it is the Contractor's responsibility to utilize other available sources as the requirement must still be met. The recording cost(s) of the releases will be treated as a pass-through expense. Document retrieval expenses may not be treated as a pass-through expense and will be at the expense of the Contractor. Upon receipt of the Original recorded release, the contractor shall image the recorded release or satisfaction and mail the original to the mortgagor. The Contractor shall make all documentation available for review at the request of the GTM/GTR.

5.4.18 Performance Standards
a) Standard: The Contractor shall prepare, execute and submit for recordation all satisfaction of liens (releases) within fifteen (15) business days of notification that a release is needed.
AQL: 97% of all releases shall be prepared, executed and submitted for recordation within fifteen (15) business days of notification that a release is needed.
Disincentive: - For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
Deliverables
A008 Release Report

5.4.19 The Contractor shall document release activity, including the receipt of rejected releases, at a loan level in the appropriate servicing system within five (5) business days of receipt. All rejected releases must have necessary corrections made and sent for recording within two (2) business days of receipt.

5.4.19 Performance Standards
a) Standard: The Contractor shall correct all rejected releases and submit for recordation within two (2) business days of notification of rejection.
AQL: 97% of all rejected releases shall be corrected and sent for recordation within two (2) business days of notification of reject.

5.4.20 The Contractor shall submit requests for repurchase to HUD within five (5) business days of notification of a title issue.
5.4.21 Write-offs – The Contractor shall submit a complete write-off package to HUD within five (5) business days of HUD notification to write-off the loan balance.

5.5 Home Equity Conversion Mortgage (HECM) Endorsed Servicing

HUD regulations governing the program are contained in 24 CFR 206. Handbooks guidelines are in 4235.1 REV-1; 4330.1 REV-5, Chapter 13; 4335.2. Other guidance is contained in applicable Housing Notices, Mortgagee Letters, subsequent publications regarding HECM loans, as well as in the verbiage in the Note, Mortgage, and the Home Equity Conversion Loan Agreement.

5.5.1 Routine Lender Requests - Following receipt of a request from a servicing lender or investor to proceed with an action requiring HUD approval, the Contractor shall review the request, complete the servicing steps to approve/disapprove the request within five (5) business days, based on HUD regulations governing the program as contained in 24 CFR 206, Handbooks guidelines 4235.1 REV-1; 4330.1 REV-5, Chapter 13; 4335.2. Other guidance is contained in applicable Housing Notices, Mortgagee Letters, subsequent publications regarding HECM loans, as well as in the verbiage in the Note, Mortgage, and the Home Equity Conversion Loan Agreement. When applicable the Contractor shall provide written notification to the servicing lender within five (5) business days of receipt. The Contractor shall make available for review all notifications and any relevant supporting documentation upon request by the GTM/GTR. Routine requests received from a servicing lender or investor include, but are not limited to the following:

- Approval to call a loan due and payable – The Contractor shall review the request and complete the servicing steps in HERMIT to approve/disapprove the request within five (5) business days,
- Rescission of Due and Payable Requests - The Contractor shall review the request and complete the servicing steps in HERMIT to approve/disapprove the request within five (5) business days,
- Investor Short Sale Requests - The Contractor shall review the request and complete the servicing steps in HERMIT to approve/disapprove the request within five (5) business days,
- Subordination Agreement Requests - The Contractor shall review the request and complete the servicing steps in HERMIT to approve/disapprove the request within five (5) business days,
- Partial Release Requests - The Contractor shall review the request and complete the servicing steps in HERMIT to approve/disapprove the request within five (5) business days of receipt of a complete package.
- Consent of Lienholder Requests - The Contractor shall review the request and complete the servicing steps in HERMIT to approve/disapprove the request within five (5) business days of receipt of a complete package.
- Substitution of Collateral Requests - The Contractor shall review the request and complete the servicing steps in HERMIT to

approve/disapprove the request within five (5) business days of receipt of a complete package.

- Extension Requests (Appraisal, Claim Filing, Deed in Lieu, Hardest Hit Fund, Late Notification of Death, Other, Property Charge Loss Mitigation (Repayment Plan and At-Risk), Repairs and Request to Delay Foreclosure (currently automated in HERMIT))

- The Contractor shall review all extension requests and complete the servicing steps in HERMIT to approve/disapprove the request within five (5) business days of receipt of a complete package.

5.5.1 Performance Standards
a) Standard: Routine Lender Requests shall be completed within five (5) business days.
AQL: No deviation to the standard.
Disincentive: Any deviation to the standard shall result in a disincentive of 1% of the Contractor's invoice amount for the CLIN titled "Service based on a beginning.... - (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter reviewed and the contractor shall bear the cost of the penalty and interest paid to the mortgagor.

5.5.2 The Contractor shall review the compliance, collateral servicing and the non-borrowing spouse (NBS), when applicable, packages submitted by the servicing lender in HERMIT.
The Contractor shall issue a response letter to the servicing lender within fifteen (15) business days of receipt of the complete packages. Upon verification of the following items:

- HUD has a valid first mortgage with all appropriate assignments
- chain of title has not been broken
- there are no title defects
- the borrower is in compliance with all covenants of the mortgage/deed of trust
- NBS has met all eligibility requirements, if applicable:

The Contractor shall issue a Preliminary Title Approval Letter. The Preliminary Title Approval letter must be issued within two (2) business days of determination, but in no case shall the process be greater than fifteen (15) business days from receipt of the complete packages. If the package is incomplete or there are title defects, the Contractor shall have two (2) business days to notify the servicing lender of the denial of the assignment.
Within two (2) business days of preliminary title approval, the Contractor shall update HERMIT with recording information from the 1st and 2nd mortgage, as well as the parcel number. Within two (2) business days from the date of receipt of the original Note and

Mortgage/DOT from the servicing lender, the HERMIT timeline will be updated to record the date of receipt of said documents.
The Contractor shall review all outstanding HUD advances to ensure that the assignment request is received within thirty (30) calendar days of the advance. Where the assignment request is not received within thirty (30) calendar days, the contractor shall deny the Assignment.
The Contractor shall ensure that all recorded assignments to HUD are received within six (6) months of the date that the assignment claim is paid. The contractor shall provide notification to the servicing lender when a recorded assignment has not been received thirty (30) days prior to the expiration of the six (6) month delivery period. The contractor shall deliver to the GTR a monthly report detailing all recorded assignments that have not been received where the time elapsed since the date of claim filing exceeds six (6) months. This report shall contain the FHA case number, date of claim payment, the servicing lender, and the date that the contractor's notice was sent to the servicing lender.

5.5.2 Performance Standards
a) Standard: Assignment packages shall be reviewed within fifteen (15) business days of receipt of request.
AQL: No deviation to standard.
Disincentive: - For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.

5.5.3 HUD Office of General Counsel (OGC) Inquiries - The Contractor shall process all requests from OGC for a Certificates of Indebtedness within two (2) business days of receipt of request.

5.6 Loan Servicing Reports

Standard reports including but not limited to, those reports described below. The Contractor shall deliver all reports to the GTR and GTM accordingly but, not later than the fifth (5th) business day after the end of each month, except for Ad Hoc Reports and Accounting Reports.

5.6.1 Contractor Accomplishments and Issues Report-The Contractor shall report accomplishments, such as efficiency improvements for the previous month, and any issues requiring GTR attention. The report shall be in a format acceptable to the GTR.

5.6.1 Performance Standards
a) Standard: The Contractor shall report no later than the fifth (5) business day of each month.
AQL: No deviation to the standard.

Deliverables
A009 Month End Reports

5.6.2 Information Status Report-The Contractor shall provide a summarized status report on delinquency servicing, foreclosure status, portfolio collection, eviction status and completion, tax payment activity, conveyances, portfolio reconciliation, disbursements, mortgage release activity, customer service, custodial, and portfolio loss/write-offs.

5.6.2 Performance Standards
a) Standard: The Contractor shall report no later than the fifth (5) business day of each month.
AQL: No deviation to the standard.
Deliverables
A009 Month End Reports

5.6.3 Accounting Reports
The following standard Accounting reports include:

- Transaction Detail Report
- Inventory Report
- Working Papers
- Check Register for Outstanding and Voided Checks
- Directors Report
- OTCnet Check Summary
- Daily Disbursement Report
- Debit Deposit Ticket

5.6 Performance Standards
a) Standard: The Contractor shall deliver Month End Reports no later than the Second (2nd) business day of each month.
AQL: No deviation to the standard.
Deliverables
A034 Accounting Reports

5.7 Customer Service

The customer service support operation is to provide customer service, technical assistance, and assistance to mortgagors and lenders in a consultative manner, specifically in the area of Reverse Mortgage Loan Servicing and support services to HUD's National Servicing Center.

5.7.1 The Contractor shall receive and respond to inquiries from customers received during established operating hours. All calls shall be routed to a Customer Service Representative within two (2) minutes of the caller's choice to do so. The Customer Service Representative shall make every attempt to remedy the call upon intake and in the event of further escalation, the Customer Service Representative shall make a warm transfer to the appropriate HECM program area. When a call is transferred, the

Contractor shall remain on the line until the connection to the transfer is completed. All calls should be answered by a HECM Specialist within two (2) minutes. All calls received outside of normal business hours shall be returned not later than 12 noon the next business day. The Contractor shall not manipulate the call numbers (e.g., placing calls to the customer service center, placing callers on hold after answering the call, forcing callers to voice mail once in the queue or other means) or the volume reported or percentages to skew the data. The Contractor shall make all documentation available for review at the request of the GTM/GTR.

5.7.1 Performance Standards

a) Standard: The average wait time for all callers who choose to speak to a Customer Service Representative shall be no more than two (2) minutes for 90% of all calls received for the quarter.
AQL: No deviation from standard.
Disincentive: For each 15-second increment in which the average wait time is longer than the standard, the disincentive will be 1% of the invoice amount for the CLIN titled "Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter reviewed. In no event shall it exceed a maximum of 6% per quarter for the invoice.
b) Standard: The average wait time for all callers to speak to a HECM specialist (warm transfer) shall be no more than two (2) minutes for 90% of all calls received for the quarter.
AQL: No deviation from standard.
Disincentive: For each 15-second increment in which the average wait time is longer than the standard, the disincentive will be 1% of the invoice amount for the CLIN titled "Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter reviewed. In no event shall it exceed a maximum of 6% per quarter for the invoice.
c) Standard: All calls received outside of normal business hours shall be returned not later than 12 noon the next business day.
AQL: No deviation from standard.
Disincentive: For each validated call not returned not returned by noon the next business day, the Contractor shall be assessed a $200 disincentive.

5.7.2 The Contractor shall search databases for customer information, prior calls, property information and related issues; and provide Mortgagors with loan servicing information and loss mitigation tools available through their mortgage lenders. Mortgagors shall be referred to their lender's loss mitigation department and to the housing counseling agencies available in their area. If the Contractor determines HUD expertise is required to complete the call, the Contractor shall warm transfer the call to the appropriate HUD office and/or cold transfer to a specified lender. It is anticipated that no more than 20% of all calls will be transferred. When a call is transferred, the Contractor shall remain on the line until the connection to the transfer is completed. The Contractor shall make all documentation available for review at the request of the GTM/GTR.

5.7.3. The Contractor shall clear the Supervisor Inbox Queue every hour through proper resolution of each forwarded ticket by the CSR to the Supervisor's queue. Tickets shall

be cleared from the Supervisor's queue no later than 60 minutes from entry into the queue.

5.7.3 Performance Standards
a) Standard: The Contractor shall clear the Supervisor Inbox Queue ever hour through proper ticket resolution.
AQL: 95% of tickets were cleared no later than one hour from entry into the queue.

5.7.4 The Contractor shall verify callers have an FHA insured reverse mortgage and that the loan is currently active in HUD's system of record, HERMIT. It may be necessary for the Contractor to search additional HUD systems including but not limited to SFIS, Neighborhood Watch or SMART.
5.7.5 The Contractor's employees shall possess a wide range of knowledge of HUD's reverse mortgage program in conjunction with customer servicing activities and other activities associated with the expanded customer service support, in order to direct all calls in a timely manner. The GTR will provide detailed instruction relative to the proper routing of calls.
5.7.6 The Contractor shall use the ticketing feature in SMART for transmission of designated approval requests to HUD.
5.7.8 Response Time -The Contractor shall provide prompt, courteous and accurate response to all inquiries regarding requests for loan information in general. The Contractor shall respond to telephone messages not later than 12 noon or one (1) business day of the date the call was placed to the Contractor's office or the expiration of such shorter or longer period as expressly authorized or required by this PWS. The Contractor shall respond to written and electronic inquiries no later than two (2) business days following receipt of the inquiry or the expiration of such shorter or longer period of time expressly authorized or required by this PWS. The Contractor shall make all documentation available for review at the request of the GTM/GTR.

5.7.8 Performance Standards
a) Standard: The Contractor shall respond to telephone messages not later than twelve (12) noon or one (1) business day of the date the call was placed to the Contractor's office.
AQL: No deviation to standard.
b) Standard: The Contractor shall respond to written and electronic inquiries no later than two (2) business days following receipt of inquiry.
AQL: No deviation to the standard.

5.7.9 Complaints on Contractor's Performance – The GTR or GTM will monitor the Contractor's performance as follows: (1) Review correspondence logs for valid complaints and assess related corrective action taken; (2) Review complaints from any HUD officer, employee, borrower, agent, contractor or other person, company, partnership, corporation or governmental agency or department, acting for or on behalf of HUD.

5.7.9 Performance Standards

a) Standard: Only 5 validated complaints about the service provided by the Contractor may be received during the quarter.

<u>Disincentive</u>: For each validated complaint after the first five complaints, the Contractor shall be assessed a $200 disincentive for each complaint validated greater than five.

5.7.10 The Contractor shall log all calls received and electronic messages forwarded from the National Servicing Center to the contractor's Customer Service electronic box into SMART as a separate call, unless a record exists for 1) the applicable FHA Case Number, 2) the caller for non-FHA related calls. Calls will be classified in three categories: 1) Active FHA insured loans, or 2) All other inquiries, including Terminated FHA. The Contractor shall make all documentation available for review at the request of the GTM/GTR. Records associated with Inquiries shall contain, at a minimum, the following eight required fields:

- The caller and/or mortgagor's name
- FHA case number or Loan number (if applicable)
- Caller's telephone number (as verbally disclosed by the caller)
- Additional telephone numbers at which the caller may be reached
- Complete property address
- The name of the mortgage company (if applicable)
- Nature of the issue
- Disposition of the call

The Contractor shall capture the following additional information as applicable:

- Mortgage company loan number
- Mortgage Lender I.D. (if available in HERMIT)
- Social Security Number (SSN)
- The name of the Housing Counselor
- The Housing Counseling Agency assisting the mortgagor(s)
- The name of the contact at the mortgage company (assisting the mortgagor(s))
- The telephone number for the servicer contact.

5.7.11 All Other Inquiries, in category 2, shall contain a subcategory for inappropriate calls. Records related to inappropriate calls are an exception to the above listed requirements and shall contain only "N/A", where applicable, with a brief explanatory message in the Nature of the Issue Field. Inappropriate calls are those from callers who inadvertently dialed the wrong number and are unrelated to the Customer Service Center. The Contractor shall make all documentation available for review at the request of the GTM/GTR.

5.7.12 Customer Service Reports-The Contractor shall provide via email, a report listing all customer relation and servicing functions performed the prior month. The report shall be generated in an Excel file or other format acceptable to the GTR. The report shall include the following information:

- Date of Report
- Total number of calls received
- Number of servicing calls referred to the NSC office in Tulsa
- Number of all other calls referred to the Tulsa office
- Number of calls referred to callers' mortgage lenders

- Number of calls handled by HUD's Loan Servicing Contractor
- Number of calls referred to other HUD Offices/HOC's
- Number of congressional inquiries received
- Number of Abandoned Calls
- Number of Terminated Calls

5.7.12 Performance Standards
a) Standard: Customer Servicing Report shall be delivered by the tenth (10th) business day of each month.
AQL: No deviation to standard.
Deliverables
A007 Month End Reports

5.7.13 Customer Status Report - The Contractor shall provide a report listing the number of calls handled the previous month, how many are still open (including any open calls from prior periods) and the reason they are still open (e.g., controlled correspondence, need financial information, etc.).

5.7.13 Performance Standards
a) Standard: Customer Status Report shall be delivered by the tenth (10th) business day of each month.
AQL: No deviation to the standard.
Deliverables
A007 Month End Reports

5.7.14 Timeliness Reports - The Contractor shall provide a report showing the timeliness of calls answered at the Customer Service Center within all queues.

5.7.14 Performance Standards
a) Standard: Timeliness Report shall be delivered by the tenth (10th) business day of each month.
AQL: No deviation to the standard.
Deliverables
A007 Month End Reports

5.7.15 Abandoned Reports - The Contractor shall provide a report listing total abandoned calls, abandoned call rate, and abandoned average hold time for all queues.

5.7.15 Performance Standards
a) Standard: Abandoned Reports shall be delivered by the tenth (10th) business day of each month.
AQL: No deviation to the standard.
Deliverables
A007 Month End Reports

5.7.16 Voicemail Report - The Contractor shall provide a system generated report of all calls being answered by voicemail. This report shall contain the date, time of the call, phone number of the caller, date and time of the contractor's returned call along with results of the returned call.

5.7.16 Performance Standards
a) Standard: Voicemail Report shall be delivered by the tenth (10th) business day of each month.
AQL: No deviation to the standard.
Deliverables

A007 Month End Reports

5.7.17 Telecommunication Status Reports - The Contractor shall provide a report detailing the monthly status of the telecommunications system, including any scheduled and unscheduled time when the system was unavailable for callers to access. This report shall list all calls received, the response time and the length of each call. The Contractor shall ensure that the telecommunication system maintain an operational capability 100% of the time, except during periods of approved documented scheduled maintenance.

5.7.17 Performance Standards
a) Standard: Telecommunication Status Report shall be delivered by the tenth (10th) business day of each month.
AQL: No deviation to the standard.
Deliverables
A007 Month End Reports
Disincentive: The contract payment will be reduced by a percentage that is directly proportional to the percentage of time that the Contractor's telecommunications system was inoperable during the quarter. For example, if the system were down for any reason for 2 hours (120 minutes) during a quarter, the Contractors invoice would be reduced by 1% on the applicable CLIN as calculated as follows:
Operational Hours in Quarter = 750 [(3000 business hours for 2017 = 750 business hours or 45,000 business minutes per quarter)]
Downtime = 2 hours (120 Minutes)
Percentage of downtime = .003% (120 divided by 45,000 equals 1% rounded to nearest whole percentage). Reduction to Contractors monthly invoice = 1%.
Disincentive provisions relating to maintaining continuous telecommunications systems shall not be applied to specific events arising solely from Force Majeure conditions.

2017 Business Day Summary Based on a 12-hour work day (7 am to 7 pm)

	Su	Mo	Tu	We	Th	Fr	Sa	Total
Days	0	45	51	52	51	51	0	250
Hours	0	540	612	624	612	612	0	3000

*750 Business hours will be used for the quarterly total.

5.7.18 Information Records Reports - The Contractor shall provide a report listing all call records created during the month, sorted in numerical sequence by record number and a report listing all records created during the month sorted by Customer Service Representative.

5.7.18 Performance Standards
a) Standard: Information Records Reports shall be delivered by the tenth (10th) business day of each month.
AQL: No deviation to standard.

Deliverables
A007 Month End Reports

5.7.19 Summary Report - The Contractor shall provide a monthly report showing the total calls presented to each skillset, total answered calls, total abandoned calls, total disconnected calls, total staffed calls, average time to answer, average time to abandon and average service level percentage.

5.7.19 Performance Standards
a) Standard: Summary Report shall be delivered by the tenth (10th) business day of each month.
AQL: No deviation to the standard.
Deliverables
A007 Month End Reports

5.7.20 Telephonic Reports - The Contractor shall provide a monthly telephone vendor, system generated report showing abandoned call count, abandoned call rate, abandonment total hold time, abandonment average hold time, abandonment longest hold time, completed call counts, completed call rate, completion total hold time, completion average hold time, and completed longest hold time.

5.7.20 Performance Standards
a) Standard: Telephonic Report shall be delivered by the tenth (10th) business day of each month.
AQL: No deviation to standard.
Deliverables
A007 Month End Reports

6 Deliverables

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

Number	Name	Frequency	Quantity
A001	Escalated Correspondence Log Report Monthly report delivered in Excel format containing all escalated correspondence requests received, the date of receipt and the date of Contractor response.	monthly	12
A002	Proof of Bankruptcy Monitoring Monthly report showing proof of bankruptcy monitoring.	monthly	12
A003	Bank account reconciliations Monthly reconciliations of bank accounts shall be submitted to the GTR not later than the 10th business day of the month.	monthly	12
A004	Tax Monitoring Report	monthly	12

	Evidence of monthly tax records being reviewed on a monthly basis.		
A005	Monthly Death Notice Report Report of evidence of monthly death notices being reviewed.	monthly	12
A006	Payment Received Log Monthly log of all payments received.	monthly	12
A007	Month End Reports	monthly	12
A008	Release Report Monthly report of all releases executed	monthly	12
A009	Reports Standard Reports - Delivered not later than the 5th business day of the month.	monthly	12
A010	Ad Hoc Reports Not later than 3 business days of request.		
A012	Perform Cash Reconciliation All Cash Reconciliations will be delivered to GTR not later than 5 business days from request.	monthly	12
A013	Aged Check Reconciliation Reconcile outstanding checks aged 90 days or more.	monthly	12
A015	Non-Judicial Foreclosure Monitoring Report Monitor non-judicial foreclosures for completion not later than 120 calendar days from referral for foreclosure.	monthly	12
A016	Eviction Report Monthly status of evictions. Contractor shall complete eviction and convey to REO not later than 90 calendar days from the foreclosure sale date.	monthly	12
A017	Conveyance Report Monthly conveyance status. Contractor shall convey foreclosed and DIL vacant properties to REO not later than 5 business days from receipt of recorded deed.	monthly	12
A018	System Security Administrator Contractor shall name a System Security Administrator and notify the GTR not later than 5 business days from the award date of the contract.		1
A019	Notification of Office Site Contractor shall submit address of office site to the GTR not later than 10 business days from the award date of the contract.		1
A020	Notification of Phase One Completion Contractor shall notify the GTR upon completion of Phase One.		1
A021	HUD Systems Clearance Requirements		1

	HUD Systems clearance requirements shall be completed by the Contractor not later than 20 business days from the effective date of the contract and 7 business days from new hire.	
A022	Prepare Limited Power of Attorney Contractor shall prepare a Limited Power of Attorney not later than 10 business days from the effective date of the contract and annually thereafter.	1
A023	Zero Balance Account Information Contractor shall establish a Zero Balance Account and provide information to GTR not later than 14 business days from the effective date of the contract.	1
A024	Contract Performance Contract Performance will begin no later than 75 calendar days from the effective date of the contract.	1
A025	Complete Infrastructure and Fully Operational Contractor shall provide notification to the GTR not later than 75 calendar days from the effective date of the contract.	1
A026	Commence File Transfer Contractor shall commence file transfer not later than 46 calendar days from the effective date of the contract.	1
A027	Complete File Transfer Contractor shall complete file transfer not later than 90 calendar days from effective date of contract.	1
A028	Welcome Letters Contractor shall prepare and mail welcome letters on all open loans not later than 75 calendar days from the effective date of the contract.	1
A029	Quality Control Plan Contractor shall submit their Quality Control Plan not later than 30 calendar days following the Post Award Conference.	1
A030	Management Work Plan Contractor shall submit their Management Work Plan not later than 30 calendar days from the effective date of the contract.	1
A031	Develop and Submit COOP Plan Contractor shall develop and submit their COOP Plan not later than 30 calendar days from the effective date of the contract.	1
A032	Loan Servicing Guide	1

	Contractor shall develop and submit their Loan Servicing Guide not later than 60 calendar days from the effective date of the contract.	
A033	Contractor shall submit notification and backup documentation for variances and/or corrections on bank account reconciliations within 15 calendar days of identification.	
A034	Contractor shall submit Accounting reports not later than the 5th business day of each month.	12

6.1 Quality Control Plan

The Contractor's QCP shall be delivered to the GTR within thirty (30) calendar days after contract award (or with the Contractor's proposal if it is an evaluation factor). The QCP shall be submitted to the GTR within ten (10) business days when changes are made thereafter. After acceptance of the QCP, the Contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to its quality control system.
The Contractor shall develop, maintain, enforce, and document a Quality Control Plan (QCP). The QCP shall ensure the Government receives the level of quality that is consistent with the requirements specified in this contract. The QCP shall be sufficiently detailed to provide the Contractor's methodology for identifying and recruiting qualified personnel. The QCP shall also provide the Contractor's methodology for resolving problems identified by the Government during reviews conducted in accordance with its Quality Assurance Surveillance Plan (QASP). The QCP shall also provide the Contractor's methodology for establishing an internal feedback system for support personnel, and for resolving problems identified by that feedback system. The QCP shall demonstrate and validate that the services or deliverables to be provided under the contract are completed with a level of quality that meets the minimum performance threshold established in the Government's QASP. The QCP shall address Quality Management Approach, Quality Assurance, Quality Control and Quality Standards.

6.2 Acceptance Criteria

Acceptance of all deliverables shall be submitted in a draft format agreed upon by the Contractor and the Government. Upon review and acceptance by the Government, the Contractor shall address all Government comments and submit a final draft within five (5) business days of Government notification.

7 Performance Requirements Summary

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

below, is unacceptable.
HUD will develop a Quality Assurance Surveillance Plan to be used to provide contract oversight. In conjunction with the Contractor's Quality Control Plan and various other methods of assessing performance, the GTR and GTM may perform on-site reviews and/or other types of verification to determine that the specified target performance requirements have been met. Regular review of Contractor performance is critical to the overall success of the contract. On a monthly basis, the GTR will evaluate the quality of the product or services.

Deliverables:

CDRL	PWS	Deliverable Requirement	Frequency	Delivery Date, Not Later Than (NLT)	Deliver To:
N/A	5.1.4	All correspondence received shall be date stamped upon receipt, imaged and attached at loan level, including the envelope on HECM loans, within 10 business days of receipt.	Ongoing	Ongoing	N/A
A001	5.1.7	Escalated correspondence log report	Monthly (12)	Tenth (10) business day of each month.	GTR/ GTM
A001	5.1.8	Governmental inquiries log report	Monthly (12)	Tenth (10) business day of each month.	GTM
N/A	5.1.9	COI requests shall be processed within two (2) business days from request.	Ongoing	Two (2) business days from request.	GTM
A002	5.2.2	Proof of bankruptcy monitoring	Monthly (12)	Tenth (10) business day of each month.	GTR/ GTM
A002	5.2.4	Proof of bankruptcy monitoring/POC's filed.	Monthly (12)	Five (5) business days from BK notification.	GTR/ GTM
N/A	5.3	Monthly payment processing.	Ongoing	First (1) business day/Five (5) business days from request.	GTR/ GTM
N/A	5.3.3	Loss Draft processing	Ongoing	Two (2) business days from receipt of request.	GTR/G TM
N/A	5.3.4	Payoff request processing.	Ongoing	Two (2) business days from receipt of request.	GTM
N/A	5.3.5	Collection processing to Treasury.	Ongoing	Next business day following receipt.	GTR/ GTM
A006	5.3.6	Monthly collection log.	Monthly (12)	Tenth (10) business day.	GTR/ GTM
A012	5.3.10	Cash reconciliation.	Monthly (12)	Fifth (5) business day.	GTM
A033	5.3.10	Variance correction.	Ongoing	Fifteen (15) calendar days from identification.	GTR/ GTM

A003	5.3.11	Bank statement reconciliation.	Monthly (12)	Tenth (10) business day.	GTR/ GTM
A013	5.3.11	Aged check reconciliation.	Monthly (12)	Tenth (10) business day.	GTM
A004	5.4.1	Tax, Hazard and Flood insurance monitoring.	Monthly (12)	Tenth (10) business day.	GTM
A005	5.4.2	Death notice monitoring.	Monthly (12)	Tenth (10) business day.	GTM
N/A	5.4.3	Occupancy monitoring.	Ongoing	Thirty (30) calendar days prior to the anniversary of the occupancy certification due date.	GTM
N/A	5.4.4	Monthly inspections.	Ongoing	Monthly	GTR/ GTM
A015	5.4.5	Refer loan for foreclosure.	Ongoing	Forty-five (45) business days from the date of the NOI.	GTR/ GTM
A015	5.4.9	Monitor NJF foreclosures.	Monthly (12)	Tenth (10) business day.	GTR/ GTM
N/A	5.4.10	Preparation of NJF packages.	Ongoing	Forty-five (45) business days from the date of the NOI.	GTR/ GTM
N/A	5.4.11	DIL processing.	Ongoing	Ninety (90) calendar days from receipt.	GTR/ GTM
A035	5.4.12	Title issue status report.	Monthly (12)	Tenth (10) business day.	GTR/ GTM
A017	5.4.13	Conveyance Completion.	Ongoing	Five (5) business days from receipt of recorded deed.	GTR/ GTM
A016	5.4.13	Eviction Completion.	Ongoing	Ninety (90) calendar days from receipt of recorded deed.	GTR/ GTM
N/A	5.4.14	Third-party bid notification.	Ongoing	Two (2) business days after a foreclosure sale.	GTR/ GTM
N/A	5.4.15	Short sale package submission.	Ongoing	Five (5) business days of receipt of complete package.	GTR/ GTM
A008	5.4.18	Satisfaction of liens.	Ongoing	Fifteen (15) business days of notification that a release is needed.	GTR/ GTM
N/A	5.4.19	Rejected releases/Corrections.	Ongoing	Two (2) business days of notification of rejection.	GTR/ GTM
N/A	5.5.1	Routine lender requests.	Ongoing	Five (5) business days of receipt.	GTR/ GTM
N/A	5.5.2	Assignment review.	Ongoing	Fifteen (15)	GTR/

				business days of receipt of request.	GTM
A009	5.6.1	Accomplishments and issues report.	Monthly (12)	Fifth (5) business day of each month.	GTR/ GTM
A009	5.6.2	Information status report.	Monthly (12)	Fifth (5) business day of each month.	GTR/ GTM
A034	5.6	Accounting month end reports.	Monthly (12)	Fifth (5) business day of each month.	GTR/ GTM
N/A	5.7.1	Wait time – CSR.	Ongoing	No more than two (2) minutes for 90% of all calls received for the quarter.	GTR/ GTM
N/A	5.7.1	Wait time – HECM Specialist.	Ongoing	No more than two (2) minutes for 90% of all calls received for the quarter.	GTR/ GTM
N/A	5.7.1	Returned calls outside of normal business hours.	Ongoing	Twelve (12) noon the next business day.	GTR/ GTM
N/A	5.7.3	Supervisor inbox queue.	Ongoing	Every hour through proper ticket resolution.	GTR/ GTM
N/A	5.7.8	Telephone message response.	Ongoing	Twelve (12) noon or one (1) business day of the date the call was placed to the Contractor's office.	GTR/ GTM
N/A	5.7.8	Written and electronic inquiry response.	Ongoing	Two (2) business days following receipt of inquiry.	GTR/ GTM
A007	5.7.9	Complains on Contractor’s performance.	Ongoing	Five (5) validated complaints received during the quarter.	GTR/ GTM
A007	5.7.12	Customer servicing report.	Monthly (12)	Tenth (10th) business day of each month.	GTR/ GTM
A007	5.7.13	Customer status report.	Monthly (12)	Tenth (10th) business day of each month.	GTR/ GTM
A007	5.7.14	Timeliness report.	Monthly (12)	Tenth (10th) business day of each month.	GTR/ GTM
A007	5.7.15	Abandoned report.	Monthly (12)	Tenth (10th) business day of each month.	GTR/ GTM
A007	5.7.16	Voicemail report.	Monthly (12)	Tenth (10th) business day of each month.	GTR/ GTM
A007	5.7.17	Telecommunication status report.	Monthly (12)	Tenth (10th) business day of each	GTR/ GTM

				month.	
A007	5.7.18	Information records report.	Monthly (12)	Tenth (10th) business day of each month.	GTR/ GTM
A007	5.7.19	Summary report.	Monthly (12)	Tenth (10th) business day of each month.	GTR/ GTM
A007	5.7.20	Telephonic report.	Monthly (12)	Tenth (10th) business day of each month.	GTR/ GTM
A035	5.4.12	Title issue status report	Monthly (12)	Tenth (10th) business day of each month.	GTR/ GTM
A010	5.6	Ad Hoc reports	Ongoing	Five (5) business days from request.	GTR/ GTM
A018	1.13	System Security Administrator	1	Five (5) business days from award date.	GTR/ GTM
A019	1.13	Notification of office site.	1	Ten (10) business days from award date.	GTR/ GTM
A20	1.13	Notification of phase one completion.	1	Forty-five (45) calendar days from the effective date of the contract.	GTR/ GTM
A21	1.13	HUD systems clearance requirements	1	Twenty (20) business days from effective date of contract and seven (7) business days from new hire.	GTR/ GTM
A22	1.13	Limited Power of Attorney	Ongoing	Ten (10) business days from effective date of contract and annually thereafter.	GTR/ GTM
A023	1.13	Zero balance account.	1	Fourteen (14) business days from the effective date of the contract.	GTR/ GTM
A024	1.13	Contract performance.	1	Seventy-five (75) calendar days from the effective date of the contract.	GTR/ GTM
A025	1.13	Complete infrastructure and fully operational.	1	Seventy-five (75) calendar days from the effective date of the contract.	GTR/ GTM
A026	1.13	Commence file transfer.	1	Forty-six (46) calendar days from the effective date of	GTR/ GTM

				the contract.	
A027	1.13	Complete file transfer.	1	Ninety (90) calendar days from the effective date of the contract.	GTR/ GTM
A028	1.13	Welcome letters.	1	Seventy-five (75) calendar days from the effective date of the contract.	GTR/ GTM
A029	1.13	Quality Control Plan.	1	Thirty (30) calendar days following the Post Award Conference.	GTR/ GTM
A030	1.13	Management Work Plan	1	Thirty (30) calendar days from the effective date of the contract.	GTR/ GTM
A031	1.13	COOP	1	Thirty (30) calendar days from the effective date of the contract.	GTR/ GTM
A032	1.13	Loan Servicing Guide	1	Sixty (60) calendar days from the effective date of the contract.	GTR/ GTM

Disincentives - Listed below are the Task 1 deliverables that warrant a disincentive.

PWS Task	Performance Standard	Surveillance Method	Disincentive
5.3	The Contractor shall process all monthly payments to the HECM Assigned borrowers on the first (1st) business day of the month. All requests for unscheduled advances shall be processed within five (5) business days from receipt of the borrower request.	**How:** Report review vs System of Record **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.3.4	The Contractor shall process all payoff requests not	**How:** Random file sampling **Frequency:** Monthly	For each percentage point below the standard, the disincentive is 1% of the

	later than two (2) business days from receipt of request. AQL: 97% of all payoff requests were processed within two (2) business days.	**Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.3.5	The Contractor shall process all collections to Treasury not later than the next business day after receipt. AQL: 97% of all payments were processed not later than the next business day after receipt.	**What:** Payments received **How:** Compare payments received to OTC report **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards.	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.4.4	The Contractor shall request monthly inspections on all loans in a due and payable status and not in custodial care. AQL: 90% of the due and payable loans were inspected on a monthly basis.	**What:** HERMIT Timelines/Servicing Notes **How:** HERMIT Timelines **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.4.5	The Contractor shall refer loans for foreclosure	**What:** HERMIT report **How:** HERMIT Timelines/Servicing	For each percentage point below the standard, the disincentive is 1% of the

	within forty-five (45) business days from the date of the NOI. AQL: 97% of the loans were referred within 45 days from the date of the NOI.	Notes **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.4.13	The Contractor shall correctly convey to REO not later than five (5) business days from receipt of recorded deed. AQL: 97% of properties are correctly conveyed not later than five (5) business days from receipt of recorded deed.	**What:** HERMIT report **How:** Hermit Timelines/Servicing Notes review **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice amount for the CL1N titled "Service based on a beginning...." (CL1N 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.4.13	Evictions are completed within ninety (90) calendar days from receipt of recorded deed. AQL: 97% of evictions were completed within ninety (90) calendar days from receipt of recorded deed.	**What:** HERMIT report **How:** Hermit Timelines/Servicing Notes review **Frequency**: Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice amount for the CL1N titled "Service based on a beginning...." (CL1N 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.4.18	The Contractor	**What:**	For each percentage point

	shall prepare, execute and submit for recordation all satisfaction of liens (releases) within fifteen (15) business days of notification that a release is needed. AQL: 97% of all releases shall be prepared, executed and submitted for recordation within fifteen (15) business days of notification that a release is needed.	Payoff/Termination report **How**: Report review **Frequency:** Monthly **Who**: Monitoring Team **Standard(s):** Inspection applies to all standards	below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.5.1	Routine Lender Requests shall be completed within five (5) business days.	**What:** HERMIT report **How:** Hermit Timelines/Servicing Notes review **Frequency:** Monthly **Who:** Monitoring Team	Any deviation to the standard shall result in a disincentive of 1% of the Contractor's invoice amount for the CLIN titled "Service based on a beginning.... - (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter reviewed and the contractor shall bear the cost of the penalty and interest paid to the mortgagor.
5.5.2	Assignment packages shall be reviewed within fifteen (15) business days of receipt of request.	**What:** HERMIT report **How:** Hermit Timelines/Servicing Notes review **Frequency:** Monthly **Who:** Monitoring Team	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the

			disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.7.1	The average wait time for all callers who choose to speak to a Customer Service Representative shall be no more than two (2) minutes for 90% of all calls received for the quarter.	**What:** Customer Service Reports **How:** Report review **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each 15-second increment in which the average wait time is longer than the standard, the disincentive will be 1% of the invoice amount for the CLIN titled "Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter reviewed. In no event shall it exceed a maximum of 6% per quarter for the invoice.
5.7.1	The average wait time for all callers to speak to a HECM specialist (warm transfer) shall be no more than two (2) minutes for 90% of all calls received for the quarter.	**What:** Customer Service Reports **How:** Report review **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each 15-second increment in which the average wait time is longer than the standard, the disincentive will be 1% of the invoice amount for the CLIN titled "Service based on a beginning...." (The servicing CLIN. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter reviewed. In no event shall it exceed a maximum of 6% per quarter for the invoice.
5.7.1	All calls received outside of normal business hours shall be returned not later than 12 noon the next business day.	**What:** Customer Service Reports **How:** Report review **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each validated call not returned not returned by noon the next business day, the Contractor shall be assessed a $200 disincentive.

5.7.9	Only 5 validated complaints about the service provided by the Contractor may be received during the quarter.	**What:** Complaints **How:** Issue review **Frequency:** Ongoing **Who:** Monitoring Team **Standard(s)** 5 complaints per quarter	For each validated complaint after the first five complaints, the Contractor shall be assessed a $200 disincentive for each complaint validated greater than five.
5.7.17	The Contractor shall ensure that the telecommunication system maintain an operational capability 100% of the time, except during periods of approved documented scheduled maintenance.	**What:** Customer Service Reports **How:** Report review **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	The contract payment will be reduced by a percentage that is directly proportional to the percentage of time that the Contractor's telecommunications system was inoperable during the quarter. For example, if the system were down for any reason for 2 hours (120 minutes) during a quarter, the Contractors invoice would be reduced by 1% on the applicable CLIN.

8 Related Documents

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

Table 1.0 System Security, Privacy, and Authentication Requirements and Internal Control Reviews Applicable to Service Organizations Performing Outsourced HUD Financial Management Functions

Requirement	Reference	Deliverable	Frequency	Responsibility
Internal Controls Assessment	OMB Circular A-123, Management's Responsibility for Internal Control	A-123 Self-Assessment	Annually	Service Organization Contractor Assists with Information, Documents, and Access to Facilities

Requirement	Reference	Deliverable	Frequency	Responsibility
Financial Management System Assessment	OMB Circular A-127, Financial Management Systems	A-127 Self-Assessment	Annually	Service Organization Contractor Assists with Information, Documents, and Access to Facilities
Security Assessment	Federal Security Standard: NIST Special Publication 800-53 Revision 1, HUD Handbook 2400.25 Information Technology Security Policy	Report on Selected Controls	Annually	Service Organization Contractor
System Security Plan	Federal Security Standard: NIST Special Publication 800-18 Revision 1, HUD Handbook 2400.25 Information Technology Security Policy	System Security Plan	Start Up, with Updates at Least Annually, and Whenever Security Processes and Procedures Change	Service Organization Contractor
System Test and Evaluation (ST&E)	Federal Security Standard: NIST Special Publications 800-37, 800-53, 800-53a HUD Handbook 2400.25, Information Technology Security Policy, and HUD C&A Methodology Guide.	Independent System Test and Evaluation (ST&E); Security Controls Assessment Report (SCAR);	Start Up, and at Least Every Three Years Thereafter	An Independent Evaluator Hired by the Service Organization Contractor
Remedial Plans to Address Deficiencies Identified in the ST&E	Federal Security Standard: NIST Special Publications 800-37, 800-53, 800-53a HUD Handbook 2400.25, Information Technology Security Policy, and HUD C&A Methodology Guide.	Plan of Action and Milestones (POA&M)	Quarterly	Service Organization Contractor
Continuity of Operations	Federal Security Standard: NIST Special Publication 800-34, HUD Handbook 2400.25 Information Technology Security Policy	Contingency Plan; Contingency Plan Test	Start Up, with Updates Annually	Service Organization Contractor

Requirement	Reference	Deliverable	Frequency	Responsibility
Security Self-Assessment	Federal Security Standard: NIST Special Publication 800-26, 800-53, 800-53a HUD Handbook 2400.25 Information Technology Security Policy	Self-Assessment	Annually	Service Organization Contractor
Memorandums of Understanding and Interconnectivity Security Agreements	Federal Security Standard: NIST Special Publication 800-47, HUD Handbook 2400.25 Information Technology Security Policy	MOU or Equivalent	Start Up, and Whenever Interconnection Processes and Procedures Change	Service Organization Contractor Assists with Information and Documentation
Penetration Testing	Federal Security Standard: NIST Special Publications 800–41, 800-42, 800-44, HUD Handbook 2400.25 Information Technology Security Policy	Penetration Test Report	Annually	Service Organization Contractor
IT Security Training services	Federal Security Standard: NIST Special Publication 800 – 16, OMB Memorandums M06-15 and M06-16, HUD Handbook 2400.25 Information Technology Security Policies and the Federal Information Security Management Act (FISMA), Public Law 107-347.	Training	Annually	Service Organization Contractor
Privacy Act	Federal Privacy Standard: The Privacy Act of 1974 HUD Handbook 1325.01 REV-01, Privacy Act Handbook	Records of Release of Information and Procedures for Correction and Data Quality Assurance	Continuous Operation	Service Organization Contractor
Privacy Act	Federal Privacy Standard: The Privacy Act of 1974 HUD Handbook 1325.01 REV-01, Privacy Act Handbook	Technical and Procedural Protections	Continuous Operation	Service Organization Contractor
Privacy Act	Federal Privacy Standard: E-Government Act of 2002, OMB Memorandum 03-22, Privacy Impact Assessment Questionnaire (See http://www.hud.gov/offices/cio/privacy/pia/pia.cfm	Privacy Impact Assessment (PIA) Questionnaire	Start Up, with Updates Annually	Service Organization Contractor

Requirement	Reference	Deliverable	Frequency	Responsibility
E-Authentication	Federal Authentication Standard: OMB Memorandum M-04-4, NIST Special Publication 800-30, HUD Handbook 2400.25 Information Technology Security Policy	Identity verification or authentication for public access	Continuous Operation	Service Organization Contractor
Memorandums of Understanding and Interconnectivity Security Agreements	Federal Security Standard: NIST Special Publication 800-47, HUD Handbook 2400.25 Information Technology Security Policy	MOU or Equivalent	Start Up, and Whenever Interconnection Processes and Procedures Change	Service Organization Contractor Assists with Information and Documentation
Configuration Controls	HUD Configuration Control Standard: HUD Handbook 2400.25 Ver-1, ADP/Information Security Program Handbook	Configuration Management Plan	Start Up, and Whenever Configuration Processes and Procedures Change	Service Organization Contractor

Table 2.0 System Security, Privacy, and Authentication Requirements and Internal Control Reviews Applicable to HUD Program Offices that Rely Upon Outsourced Financial Management Functions

Requirement	Reference	Deliverable	Frequency	Responsibility
Internal Controls Assessment	OMB Circular A-123, Management's Responsibility for Internal Control	A-123 Self-Assessment	Annually	HUD Program Office, with Assistance from Service Organization Contractor
Financial Management System Assessment	OMB Circular A-127, Financial Management Systems	A-127 Self-Assessment	Annually	HUD Program Office, with Assistance from Service Organization Contractor
Security Categorization	Federal Security Standard: NIST Special Publication 800-60, FIPS 199, HUD Handbook 2400.25 Information Technology Security Policy	Rating (High, Medium, Low) for Confidentiality, Integrity, and Availability	At System Start Up	HUD Program Office
Business Impact Assessment	Federal Security Standard: NIST Special Publication 800-34, HUD Handbook 2400.25 Information Technology Security Policy	Business Impact Assessment	Start Up, with Updates Annually	HUD Program Officer
Risk Assessment	Federal Security Standard: NIST Special Publication 800-30, HUD Handbook 2400.25 Information Technology Security Policy	Risk Assessment and Risk Management Plan	Start Up, with Updates Annually	HUD Program Office
Certification and Accreditation (C&A)	Federal Security Standards: NIST Special Publications 800-37, 800-53, 800-53a HUD Handbook 2400.25, Information Technology Security Policy, and HUD C&A Methodology Guide	Memorandum by the Assistant Secretary Accepting the System for Operation	Start Up, and at Least Every Three Years Thereafter	HUD Program Office
Memorandums of Understanding and Interconnectivity Security Agreements	Federal Security Standard: NIST Special Publication 800-47, HUD Handbook 2400.25 Information Technology Security Policy	MOU or Equivalent	Start Up, and Whenever Interconnection Processes and Procedures Change	HUD Program Office, with Assistance from Service Organization Contractor

Requirement	Reference	Deliverable	Frequency	Responsibility
IT Security Training services	Federal Security Standard: NIST Special Publication 800 – 16, OMB Memorandums M06-15 and M06-16, HUD Handbook 2400.25 Information Technology Security Policies and the Federal Information Security Management Act (FISMA), Public Law 107-347.	Training	Annually	HUD Program Office
Privacy Act	Federal Privacy Standard: The Privacy Act of 1974 HUD Handbook 1325.01 REV-01, Privacy Act Handbook	Notice of System of Record	Start Up, and Whenever the Use of Personally Identifiable Information Changes	HUD Program Office
E-Authentication	Federal Authentication Standard: OMB Memorandum M-04-4, NIST Special Publication 800-30, HUD Handbook 2400.25 Information Techology Security Policy	E-Authentication Risk Assessment Report	Start Up, and Annually	HUD Program Office

SECTION D - Packaging and Marking

1. PAYMENT OF POSTAGE AND SHIPPING COSTS

All postage and shipping costs related to the submission of the information (including reports and forms) required by this contract shall be paid for by the Contractor.

2. MARKING

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

3. REPORT FORMAT

All reports shall be delivered to the GTR in .PDF format.

SECTION E - Inspection and Acceptance

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 the GTR.

SECTION F - Deliveries or Performance

52.242-15 STOP-WORK ORDER. (AUG 1989)

52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

SECTION G - Contract Administration Data

HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE). (DEC 2012) Alternate II

(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:

CLINS 0003, 0007, 0011, 00015, 0019 – The contractor will submit an invoice for the referenced CLINS not later than the 5th business day of each month.

(b) Submission of Invoices. (1) The Contractor shall submit invoices as follows: contractors will be required to electronically submit invoices, delivery documentation and track invoices through Treasury's Invoice Processing Platform. To constitute a proper invoice, the invoice must include all items required by the FAR clause at 52.232-25, "Prompt Payment."

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

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

SECTION H - Special Contract Requirements

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Section I

FAR Clauses Incorporated by Reference:
52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)
52.204-13 System for Award Management Maintenance. (Jul 2013)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (Nov 2015)
52.212-4 Contract Terms and Conditions—Commercial Items. (May 2015)
52.227-14 Rights in Data—General. (May 2014)
52.227-15 Representation of Limited Rights Data and Restricted Computer Software.(Dec 2007)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (Dec 2013)

FAR Clauses Full Text:
52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (Jun 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).
__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (5) [Reserved].
_x_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
__ (7) 52.204-15, Service Contract Reporting Requirements for

Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
_X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
_X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
__ (10) [Reserved].
__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
__ (ii) Alternate I (Nov 2011) of 52.219-3.
_X_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (ii) Alternate I (Jan 2011) of 52.219-4.
__ (13) [Reserved]
_X_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
__ (ii) Alternate I (Nov 2011).
__ (iii) Alternate II (Nov 2011).
__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
__ (ii) Alternate I (Oct 1995) of 52.219-7.
__ (iii) Alternate II (Mar 2004) of 52.219-7.
_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Oct 2001) of 52.219-9.
__ (iii) Alternate II (Oct 2001) of 52.219-9.
__ (iv) Alternate III (Oct 2015) of 52.219-9.
__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
_X_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
_X_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
_X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
_X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
_X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
_X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
_X_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
_X_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
__ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
__ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Oct 2015) of 52.223-13.
__ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-14.
__ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
__ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-16.
_X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
__ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
__ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
__ (45) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
__ (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__ (ii) Alternate I (May 2014) of 52.225-3.
__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.
__ (47) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
_X_ (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
__ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
__ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
_X_ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
_X_ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
__ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
_X_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
_X_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
_X_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May

2014) (41 U.S.C. chapter 67).
_X_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
(xi)
52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.217-8 -- Option to Extend Services (Nov 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no later than 10 days prior to the expiration of the contract.

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)
(a) The Government may extend the term of this contract by written notice to the Contractor no later than 30 days prior to the expiration

of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed the period of time set in the Schedule except that extensions pursuant to FAR 52.217-8 permit the duration to extend up to 6 months beyond the stated limit.

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (June 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—
(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.
(2) The _____ [insert name of SBA's contractor] will notify the _____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

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

HUDAR Clauses

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.

2452.204-70 Preservation of, and Access to, Contract Records (Tangible and Electronically Stored Information (ESI) Formats). (DEC 2012)

(a) For the purposes of this clause--

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

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

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

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

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

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

(4) Personal data assistants (PDAs);

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

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

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

(b) If during the period of performance of this contract, HUD becomes, or anticipates becoming, a party to any litigation concerning matters related to records maintained or generated by the Contractor in the performance of

this contract, the Contracting Officer may provide the contractor with a written (either hardcopy or email) preservation hold notice and certification of compliance with the preservation hold notice. Upon receipt of the hold notice, the Contractor shall immediately take the following actions--
(1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI.
(2) Preserve tangible materials and ESI. The contractor shall preserve ESI in its "native" form to preserve metadata (i.e., creation and modification history of a document).
(3) Identify all individuals who possess or may possess tangible materials and ESI related to this matter, including contractor employees, subcontractors, and subcontractor employees. The contractor shall provide the names of all such individuals via email to the HUD official indicated in the notice.
(4) Document in writing the contractor's efforts to preserve tangible materials and ESI. It may be useful to maintain a log documenting preservation efforts.
(5) Complete the certification of compliance with the preservation hold notice upon receipt and return it to the identified contact person; and
(6) Upon the request of the Contracting Officer, provide the Contracting Officer or other HUD official designated by the Contracting Officer with any of the information described in this clause. The contractor shall immediately confirm receipt of such request. The contractor shall describe in detail any records that the contractor knows or believes to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location.
(c)(1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
(2) The Contractor must assert its right to an adjustment under this clause within ___ [Contracting Officer insert period; 30 days if no other period inserted] from the date of receipt of the Contracting Officer's request made pursuant to paragraph (b)(6) of this clause. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a request submitted before final payment of the contract.
(3) Failure to agree to any adjustment shall be a dispute under the "Disputes" clause of this contract. However, nothing in this clause shall excuse the contractor from providing the records requested by the Contracting Officer.
(e) The Contractor shall include this clause in all subcontracts.

2452.209-72 Organizational Conflicts of Interest. (APR 1984)
(a) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's

organizational, financial, contractual or other interests are such that:
(1) Award of the contract may result in an unfair competitive advantage; or
(2) The Contractor's objectivity in performing the contract work is or might be otherwise 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.

2452.222-70 Accessibility of meetings, conferences, and seminars to persons with disabilities. (FEB 2006)

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

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:

Key Personnel	Position	Hours Committed

2452.237-73 Conduct of Work and Technical Guidance. (MAR 2016)

(a) The Contracting Officer will provide the contractor with the name and contact information of the Government Technical Representative (GTR) assigned to this contract. The GTR will serve as the contractor's liaison with the Contracting Officer with regard to the conduct of work. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.

(b) The GTR for liaison with the contractor as to the conduct of work is [to be inserted at time of award] or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.

(c) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:

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

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

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

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

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

(d) The 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.

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

(f) The contractor shall promptly notify the Contracting Officer whenever the contractor believes that guidance provided by any government personnel, whether or not specifically provided pursuant to this clause, is of a nature described in paragraph (b) above.

2452.237-79 Post award conference Alternate I (MAR 2016)

The conference will be conducted via telephone. The Contracting Officer or designee will provide the contractor with the date, time and contact

information for the conference.

2452.239-70 Access to HUD Systems:(MAR 2016) (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 which would have a debilitating impact on the mission of the agency.

‘‘NACI’’ means a National Agency Check with Inquiries, the minimum background investigation prescribed by OPM.

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

‘‘Sensitive information’’ means any information of which the loss, misuse, or unauthorized access to, or modification of, could adversely affect the national interest, the conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

‘‘System’’ means an interconnected set of information resources under the same direct management control, which shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people (see OMB Circular A–130). System includes any system owned by HUD or owned and operated on HUD’s behalf by another party.

(b) General. (1) The performance of this contract requires contractor employees to have access to a HUD system or systems. All such employees who do not already possess a current PIV Card acceptable to HUD shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation),

including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior to being permitted access to any such system in performance of this contract. HUD may accept a PIV Card issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to any HUD system without a PIV Card.

(2) All contractor employees who require access to mission-critical systems or sensitive information contained within a HUD system or application(s) are required to have a more extensive background investigation. The investigation shall be commensurate with the risk and security controls involved in managing, using, or operating the system or applications(s).

(c) Citizenship-related requirements. Each affected contractor employee as described in paragraph (b) of this clause shall be:

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

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

(3) An alien lawfully admitted into, and lawfully permitted to be employed in the United States, provided that for any such individual, the Government is able to obtain sufficient background information to complete the investigation as required by this clause. Failure on the part of the contractor to provide sufficient information to perform a required investigation or the inability of the Government to verify information provided for affected contractor employees will result in denial of their access.

(d) Background investigation process. (1) The 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 OPM’s Web site, 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 paragraph (d)(1) of this clause 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 2 years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information in lieu of the forms and information listed in paragraph (d)(1) of this clause: 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 paragraph (d)(1) of this clause.

(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) of this clause until the contractor has provided the investigative forms required in paragraph (d)(1) of this clause 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) of this clause). 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 that all background information required in paragraph (d)(1) of this clause has been delivered to HUD. The employee may not be given access prior to those 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 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 promptly return PIV Cards to HUD as required by the FAR clause at 52.204–9. 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., the employee terminates employment with the contractor, the 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. Unless otherwise directed by the Contracting Officer, the contractor shall not return PIV Cards to any person other than 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) of this clause sign a pledge of nondisclosure of information. The employees shall sign these pledges before they are permitted to perform work under this contract. The contractor shall maintain the signed pledges for a period of 3 years after final payment under this contract. The contractor shall provide a copy of these pledges to the 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) The 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 Technology Security Policy;

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

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

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

(vii) OMB Memorandum M–05–24, Implementing Guidance for HSPD–12. The HUD Handbooks are available online at: http://www.hud.gov/offices/adm/hudclips/ or from the GTR.

(2) The contractor shall develop and maintain a compliance matrix that lists each requirement set forth in paragraphs, (b) through (h), (i)(1), and (m) of this clause with specific actions taken, and/or procedures implemented, to satisfy each requirement. The contractor shall identify an accountable person for each requirement, the date upon which actions/procedures were initiated/ completed, and certify that information contained in this compliance matrix is correct. The contractor shall ensure

that information in this compliance matrix is complete, accurate, and up-to-date at all times for the duration of this contract. Upon request, the contractor shall provide copies of the current matrix to the Contracting Officer and/or government technical representative.

(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 authorized personnel, including the Office of Inspector General, access to the Contractor's facilities, installations, operations, documentation (including the compliance matrix required under paragraph (i)(2) of this clause), databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out, but not limited to, any information security program activities, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of HUD data and systems, or to the function of information systems operated on behalf of HUD, and to preserve evidence of computer crime.

(k) Contractor compliance with this clause. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for default.

(l) Physical access to Federal Government facilities. The contractor and any subcontractor(s) shall also comply with the requirements of HUDAR clause 2452.237–75 when the contractor's or subcontractor's employees will perform any work under this contract on site in a HUD or other Federal Government facility.

(m) Subcontracts. The contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (b) of this section are applicable to performance of the subcontract.

2452.239-71 Information Technology Virus Security.(FEB 2006)

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

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

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

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

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

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

2452.244-70 Consent to subcontract. (Mar 2016)

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

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

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

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

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

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

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

2452.251-70 Contractor Employee Travel.(OCT 1999)

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

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

SECTION J - List of Documents, Exhibits and Other Attachments

1. System Security, Privacy, and Authentication Requirements and Internal Control Reviews.

2. Servicing Task Matrix

3. Quality Assurance and Surveillance Plan

4. Wage Determination 2005-2431, Revision 21, Dated 12/29/2015

5. Pricing Documentation (solicitation only)

6. Past Performance Survey (solicitation only)

7. Past Performance (solicitation only)

8. Non-Disclosure Statement (solicitation only)

9. Historical Data (solicitation only)

SECTION K - Representations, Certifications, and Other Statements of Bidders

FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—Representation. (Nov 2015)

FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (Jul 2015)

FAR 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR. (Nov 2014)

FAR 52.204-19 INCORPORATION BY REFERENCE of REPERENTATIONS AND CERTIFICATIONS. (Dec 2014)

FAR 52.204-20 PREDICESSOR OF OFFEROR. (Jul 2016)

(a) Definitions. As used in this provision–
"Commercial and Government Entity (CAGE) code" means–
(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.
"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.
"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.
(b) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.
(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: _____ (or mark "Unknown")
Predecessor legal name: _____
(Do not use a "doing business as" name)

52.209-5 Certification Regarding Responsibility Matters.

As prescribed in 9.104-7(a), insert the following provision:

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) Examples.

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

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

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

(ii) The Offeror has o has not o , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(a) Definitions. As used in this provision-

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

"Federal contracts and grants with total value greater than $10,000,000" means-

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

FAR 522.209-12 Certification Regarding Tax Matters. (Feb 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.
(b) If the Offeror is proposing a total contract price that will exceed $5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it
(1) Has □ filed all Federal tax returns required during the three years preceding the certification;
(2) Has not □ been convicted of a criminal offense under the Internal Revenue Code of 1986; and
(3) Has not □, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

52.212-3 -- Offeror Representations and Certifications -- Commercial Items.(Oct 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through http://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (s) of this provision.

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

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a

civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

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

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for

Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

(4) The National Labor Relations Act.

(5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.

(6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.

(7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).

(8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of

“labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations

of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern—

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

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

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

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

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (s) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

(3) Service-disabled veteran-owned small business concern. [Complete

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

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

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

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

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

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

(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name

or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

_____

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

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

(ii) It [_] is, [_] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

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

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

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

test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

_____

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:

Country of Origin:

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:

Country of Origin:

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products

Line Item No.:

Country of Origin:

[List as necessary]

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

the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) [_] Have, [_] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

(1) Listed End Product

Listed End Product:

Listed Countries of Origin:

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

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

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

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

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

(2) [_] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

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

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) Taxpayer Identification Number (TIN).

[_] TIN:_____.

[_] TIN has been applied for.

[_] TIN is not required because:

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

[_] Offeror is an agency or instrumentality of a foreign government;

[_] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[_] Sole proprietorship;

[_] Partnership;

[_] Corporate entity (not tax-exempt);

[_] Corporate entity (tax-exempt);

[_] Government entity (Federal, State, or local);

[_] Foreign government;

[_] International organization per 26 CFR 1.6049-4;

[_] Other _____.

(5) Common parent.

[_] Offeror is not owned or controlled by a common parent:

[_] Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or

otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The offeror represents that—

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

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

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

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:_____

Immediate owner legal name:_____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[ ] Yes or [ ] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:_____

Highest level owner legal name:_____

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code _____(or mark “Unknown).

Predecessor legal name: _____.
(Do not use a “doing business as” name).

FAR 52.219-1 -- Small Business Program Representations (OCT 2014)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 522390

(2) The small business size standard is $20.5 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) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

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

(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(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 it [_] is, [_] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is [_] is, [_] is not a service-disabled veteran-owned small business concern.

(8) [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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [_] is, [_] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

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

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

(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 business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 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)

FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that-

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

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subContractors, will be obtained before subcontract awards.

(End of provision)

FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (OCT 2015)

SECTION L - Instructions, Conditions, and Notices to Bidders

FAR 52.204-18 Commercial and Government Entity Code Maintenance. (Jul 2015)

FAR 52.216-1 Type of Contract.

The Government contemplates award of a Fixed Price contract resulting from this solicitation.

Questions and Answers.

All questions shall be submitted in writing no later than **11/28/2016** to Christopher.S.Stuart@hud.gov.

All questions and answers will be posted on or about 12/05/2016.

HUDAR 2452.215-70 Proposal Content. (MAR 2016) Alternate I and Alternate II

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

(b) The number of proposals required is an original copy of Part I, and copy of Part II.

(c) Part I—Technical Proposal.

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

(d) Part II—Business Proposal.

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

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

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

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

II, Business Proposal.

(e) Size limits of Parts I and II.

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

(2) A page shall consist of one side of a single sheet of 81/2” x 11″ paper, single spaced, using not smaller than 12 point type font, and having margins at the top, bottom, and sides of the page of no less than one inch in width.

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

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

L.1 PROPOSAL MATRIX

As part of the proposal submission, offerors shall submit a Proposal Matrix using the table below or similar format, which maps what page of the proposal addresses each Performance Work Statement requirement identified under Technical Approach, and which page of the proposal fully addresses each evaluation factor. The offeror shall use the appropriate column to fill in the requirement as stipulated in the RFP to which the page/section number applies. **The chart may include as many lines as the offeror thinks are necessary.**

Proposal Page(s)/Section Number(s)	RFP Requirement	Statement of Work	Section L or Instructions to Offerors	Section M or Evaluation Factors	Comments

L.1.1 TECHNICAL APPROACH (Shall not exceed 25 pages)

- The offeror shall submit a technical approach that demonstrates logical and feasible methods for meeting the requirements described in the PWS:
  - How well the proposal demonstrates logical and feasible methods for meeting the requirements described in the PWS and meeting the performance objectives outlined within the solicitation;
  - How well the project schedule demonstrates:
    - A clear understanding of the required operations and HUD requirements; and
    - Realistic timeframes for performing the PWS tasks and associated deliverables identified in the PWS, paragraph 6 entitled Deliverables.
- If the proposal includes subcontractors, how well the proposed approach delineates the technical responsibilities between the prime and the subcontractor(s); and
- How well the proposed labor mix is based upon reasonable assumptions and is consistent with the requirements set forth in the PWS and the proposed technical approach.

L.1.2 MANAGEMENT PLAN (Shall not exceed 8 pages)

The offeror shall submit a Management Plan that is clear, concise, and demonstrates that it will result in meeting the objectives and requirements contained within Performance Work Statement tasks identified under the instructions for Technical Approach. At a minimum, the Management Plan should address the following:

- Key Personnel and responsibilities;
- subcontracting arrangements and reporting relationships of all subcontractors;
- successful communication and coordination between the contractor and the government personnel/roles;
- clear lines of authority from the top of the organization to all those working on this effort;
- schedules of all tasks and subtasks, meetings, and deliverables; and Quality Control Plan, successful communication and coordination between Contractor and government personnel and roles.

L.1.3 KEY PERSONNEL (Limit to 2 Pages each)

The offeror shall submit Key Personnel resumes that demonstrate sufficient relevant prior experience, qualifications, education, and certification for personnel proposed to fill the key positions identified by the offeror. Additionally, the Key Personnel proposed and the number identified must reflect adequate capabilities or skill sets to ensure the outcome and benefits sought by the government are achievable. The offeror shall state what percentage of the Key Personnel's work week time will be dedicated to the performance of the contract. Letters of commitment are required for all Key Personnel.

Specific Key Personnel requirements are as follows:

- How well the resumes demonstrate relevant prior experience, qualifications, education, and certification, if applicable, for personnel proposed to fill the key positions described in the solicitation;
- How will the number of key personnel identified and the amount of time each will commit to the effort, reflect a clear understanding of the requirement described in the PWS; and
- Whether any key personnel letters of commitment were submitted and are acceptable.

L.1.4 PAST PERFORMANCE

The offeror shall submit the following information/documents:

A completed chart providing the information required by the Past Performance Information chart in **Attachment 7** . The chart shall reflect **all** relevant past performance performed in the *three year* period immediately preceding submission of the proposal and

all work currently being performed. If the offeror has more than 5 relevant past performance references, then the offeror shall provide the most recent 5 references. As an attachment to the chart, the offeror shall provide a narrative describing the past performance references that reflect the most relevance to the services being obtained under the contract to be awarded. The narrative shall clearly establish the relevancy of the past performance to the current requirements. (Narratives shall not exceed 1 page per reference.)

- If the offeror is proposing to subcontract (or use joint ventures/ partners, or other entities other than the prime Contractor to perform) more than 20% of the contract value, the offeror shall submit a separate chart and narrative described for past performance above, for the proposed subContractor(s).
- The Contractor shall provide the survey contained in **Attachment 6** to each past performance reference in sufficient time for the reference to complete and submit the survey directly to the HUD Contracting Officer prior to the date and time for submission of proposals. Offerors are not required to submit surveys for references where past performance is available in the Past Performance Information Retrieval System.
- If past performance for the offering firm does not exist, the Offeror may substitute past performance of key personnel that will be performing major aspects of the work under any resulting contract. If the Offeror chooses to make such a substitution, the offeror must clearly identify the substituted key personnel by name and title proposed. Only the past performance of Key Personnel overseeing the entirety of the proposed project will be considered in substitution for the firm's past performance under this factor. The Contractor shall provide the survey contained in **Attachment 6** to each past performance reference with first-hand knowledge of the performance of the substituted Key Personnel in sufficient time for the reference to complete and submit the survey directly to the HUD Contracting Officer prior to the date and time for submission of proposals.

L.2. Vol II shall be the business proposal using the format provided and shall include all other required documents listed below.

L.2.1 COMPLETED SF1449

Offerors shall fully complete all Blocks of the SF 1449 and sign all applicable portions.

L.2.2 PRICE

Offerors shall submit fully burdened labor rates for each labor category proposed (based on their technical approach and estimation of labor needed) for the base period and all option periods using the tables in the Description/Specifications section. Offerors shall submit an estimated cost for the for the base period that is consistent with the requirements set forth in the Performance Work Statement and in the format requested in **Attachment 5** of this solicitation. If the offeror proposes annual cost of living increases, the offeror must support the proposed increases with historical and relevant market index information.

L.3 CAUTIONS

Offerors are cautioned to submit all required information, including but not limited to:

Complete all required provisions and clauses (if the information is not available through the SAM (formerly CCR, ORCA and EPLS) website) contained in sections Contract Clauses, Representations Certifications and Other Statements of Bidders, and Instructions Conditions & Notices to Bidders.

Contract Pricing Documentation format, **Attachment 5** – Contract pricing must be supported by completing all the information required in **Attachment 5**.

The submittal of GSA burdened rates is unacceptable for this procurement.

DISCLOSURE OF CONTACTS - The offer shall disclose all contacts with all Government personnel in regard to this specific project that have occurred prior to submission of this proposal, except that disclosure is not required for contacts with personnel from HUD's Office of the Chief Procurement Officer (OCPO) or Office of Small and Disadvantaged Utilization (OSDBU). The disclosure shall provide, at a minimum, the date the contact(s) occurred, the name(s) of the offeror and Government persons the contact(s) occurred with, and the general substance of the reason(s) for and outcome(s) of the contact(s). The requirement for disclosure applies to any and all subContractors and consultants equally with the offeror. Failure to disclose all contacts may be viewed that improper contact was made in violation of Federal and HUD regulations that bar improper conduct and may render the offeror ineligible for award.

The information provided will be reviewed to ensure that no improper contacts between Government personnel and the offeror have occurred that could affect the award of the procurement.

SUBCONTRACT/CONSULTANT AGREEMENTS - The offeror shall negotiate and execute all proposed subcontract/consultant/partnership agreements prior to submission of the Business Proposal. The offeror shall include in its business proposal submission a complete copy of its negotiated and signed subcontract/consultant agreements. Failure to include copies of executed subcontract/consultant agreements may render the offer ineligible for award.

Please provide your proposal via email to **Christopher.S.Stuart@hud.gov** at the date and time specified in block 8 of the 1449.

Failure to submit any required information, forms or disclosures will be considered **a material failure and will result in the offeror's proposal being rejected**. Proposals with missing or incomplete documents will not be evaluated or rated. Offerors will be notified within five business days of rejection and will be provided with a list of missing or incomplete documents.

L.4 AS 2102- LIMITATION ON SIZE OF TECHNICAL PROPOSAL

(a) Offerors shall limit Part I, Technical Proposal, of their initial offers to 33 pages, (25) for TECHNICAL APPROACH, (8) for MANAGEMENT PLAN, except for the information specifically exempted in paragraph (c). Offerors are cautioned that if Part I of their offer exceeds this page limitation, the Government will evaluate up through the permitted number of pages

only. Pages beyond that limit will not be evaluated.

(b) A page is considered to be one side of a single sheet of 8½" x 11" paper, single spaced, using not smaller than 12-point type font, and having margins at the top, bottom and sides of the page of no less than one inch in width.

(c) The following information is exempt from the limitation set forth in paragraph (a)—

Resumes for Key Personnel
Past Performance Chart and Past Performance Survey

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

L.5 FAR 52.212-1 Instructions to Offerors—Commercial Items. (Oct 2015)

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other

documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

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

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

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

GSA Federal Supply Service Specifications Section
Suite 8100

470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

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

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

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

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

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

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

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://fedgov.dnb.com/webform. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.6 FAR 52.215-1 Instructions to Offerors—Competitive Acquisition. (Jan 2004)

L. 7 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-Carried and Mailing Address:

U.S. Department of Housing and Urban Development
Western (Denver) Field Contracting Operations, NFWR
1670 Broadway, 23rd Floor
Denver, CO 80202-4801
ATTN: Kevin Crook

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

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

L. 9 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (APR 1984)

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

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

L. 10 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 the HCA not later than 10 days after the protestor's receipt of the Contracting Officer's decision (see FAR 33.101 for the definition of "days").

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

ATTN: Keith W. Surber
US Dep’t of Housing & Urban Development
451 7th St, Room 5256
Washington, DC 20410

SECTION M - Evaluation Factors for Award

M. 1 FAR 52.204-7 System for Award Management. (Jul 2013)

M. 2 FAR 52.212-2 EVALUATION - COMMERCIAL ITEMS. (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
See paragraph *Evaluation Factors* below.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M.3 Evaluation Factors

M.3.1 TECHNICAL APPROACH

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

- How well the proposal demonstrates logical and feasible methods for meeting the requirements described in the PWS and meeting the performance objectives outlined within the solicitation;
  - How well the project schedule demonstrates:
    - A clear understanding of the required operations and HUD requirements; and
    - Realistic timeframes for performing the PWS tasks and associated deliverables identified in the PWS, paragraph 6 entitled Deliverables.
- If the proposal includes subcontractors, how well the proposed approach delineates the technical responsibilities between the prime and the subcontractor(s); and
- How well the proposed labor mix is based upon reasonable assumptions and is consistent with the requirements set forth in the PWS and the proposed technical approach.

M.3.2 MANAGEMENT PLAN

The government will evaluate the following in the proposed Management Plan:

- How well the proposal supports the achievement of the Government's objectives and requirements outlined in the solicitation regarding:
  - Key Personnel and responsibilities;
  - subcontracting arrangements and reporting relationships of all subcontractors;
  - successful communication and coordination between the contractor and the government personnel/roles;
  - clear lines of authority from the top of the organization to all those working on this effort
  - schedules of all tasks and subtasks, meetings, and deliverables; and Quality Control Plan, successful communication and coordination between Contractor and government personnel and roles.

M.3.3 KEY PERSONNEL

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

- How well the resumes demonstrate relevant prior experience, qualifications, education, and certification, if applicable, for personnel proposed to fill the key positions identified in the solicitation;
- How well the number of key personnel identified and/or the amount of time each will commit to the effort, reflect a clear understanding of the requirement described in the PWS; and
- Whether any required letters of commitment were submitted and are acceptable

M.3.4. PAST PERFORMANCE

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

- All references will be first assessed for recency and HUD will consider only references performed within the three years immediately prior to submission of the proposal;
- Of those determined to be recent, HUD will assess the degree of similarity in scope, value and magnitude that the past performance efforts submitted have to meet the solicitation requirements to determine relevancy;
- HUD will then assess relevant past performance efforts for quality;
- HUD's overall assessment will be based upon the sufficiency of high quality past performance and the risk of nonperformance.

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

HUD is not restricted to evaluating the information provided by the offeror or the surveys provided by references and may utilize information obtained from any source. HUD will obtain additional information from the Government's Past Performance Information Retrieval System (PPIRS), if available.

M.3.5 PRICE

Price will be evaluated separately from Technical and other non-cost/price factors, and will be evaluated as follows:

Reasonableness. The reasonableness of the prices proposed will be evaluated as follows:

- The sum for each period will be added to determine the total evaluated contract price;
- On the basis of adequate price competition, by comparing the proposed prices among offers;
- Comparing proposed prices to the Independent Government Cost Estimate to ensure that prices are reasonable for the results to be achieved
- While cost will not be assigned a rating during the evaluation, it is a criterion in the overall evaluation of proposals. Proposed costs will be evaluated to determine whether they are necessary and reasonable for the conduct of the proposed contract, reflect a clear understanding of the requirements, and are consistent with the methods of performance described in the offeror's proposal and/or;
- Ensuring line item prices are not unbalanced.

Unless it is determined not to be in the Government's best interest in accordance with FAR 17.206(b); offers will be evaluated for award purposes by adding the total price for all options to the total price for the basic requirement. For purposes of evaluating the price of exercising the potential 6-month extension of services using the clause at FAR 52.217-8, 50% of the final option year (six months) value will be added to the total proposed amount for evaluating pricing only, this amount will not be included in the total aggregate value of the resulting contract. This addition is for evaluation purposes only.

Unbalanced Pricing - Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated

price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. The Government will analyze offers to determine whether they are unbalanced with respect to separately priced line items. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

M.4 AS 2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES

If the bidder/offeror is required to complete an SF LLL, Disclosure of Lobbying Activities (see FAR 52.203-11), the offeror may obtain the form from HUD's internet homepage at:

http://www.hudclips.org/subscriber/html/forms.htm

M.5 FAR 52.217-5 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.6 HUDAR 2452.215-71 RELATIVE IMPORTANCE OF TECHNICAL EVALUATION FACTORS TO COST OR PRICE (DEC 2012)

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

M. 7 BEST VALUE AWARD

- This Best Value Tradeoff analysis will be used in this solicitation. The Contracting Officer anticipates awarding contract without entering into discussions with offerors; however, the Contracting Officer reserves the right to engage in discussion if warranted. HUD may have communications with offerors before establishing a competitive range of offerors with whom to enter into discussions.
- Proposals received in response to this RFP will be evaluated using a Best Value Tradeoff process that will entail a qualitative evaluation of proposals under four primary factors – 1) Technical Approach, 2) Management 3) Key Personnel, and 4) Past Performance. The factors listed are equal in terms of importance. However, as the offerors become more equal in technical merit, the importance of price to the evaluation decision will increase. **The TEP will rank the proposals from highest to lowest utilizing the technical and other discriminators, other than price, that distinguish each proposal from the others**.
- The final selection will be made using the qualitative factors and price as the tradeoff factors for offers ultimately determined to be technically acceptable for all

factors evaluated. The Government shall make award to the offeror who represents the overall best value to the Government.

- An offeror rated overall as unacceptable (including unacceptable but capable of being made acceptable) shall not be eligible for award.
- After completion of technical evaluation, if the CO determines to award without conducting discussions, then only offerors rated technically acceptable will be eligible for award. The Government award may be made **without** discussions based on a best value trade-off between all proposals determined to be technically acceptable.
- If the CO determines discussions are necessary, then based upon the ratings of each proposal against all the evaluation criteria, the CO will establish a competitive range comprised of the most highly rated proposals for which an efficient competition can be conducted.
- After establishing the competitive range, HUD may conduct exchanges of information (discussions/negotiations/clarifications). After exchanges are completed, offerors in the competitive range will be required to submit Final Proposal Revisions (FPR). Upon submission and evaluation of the FPR, a selection decision will be made and the contract will be awarded.
- Regardless of whether or not exchanges take place, the final selection decision will be the result of a tradeoff analysis of the technical factors and price.

Adjectival Ratings for Other Than Past Performance or Socioeconomic Participation Evaluation Factors

The following adjectival ratings provide a standardized means to evaluate proposals for factors other than past performance or socioeconomic participation:

- **Excellent/Very Low Risk** – An excellent proposal is characterized as follows: The proposed approach indicates an exceptionally thorough and comprehensive understanding of the contract and program goals, resources, schedules, and other aspects essential to performance of the program. In terms of the specific factor (or significant subfactor), the proposal contains one or more major strengths and no weaknesses, significant weaknesses or deficiencies. The risk of unsuccessful contract performance is very low.

- **Good/Low Risk** – A good proposal is characterized as follows: The proposed approach indicates a thorough understanding of the contract and program goals and the methods, resources, schedules, and other aspects essential to the performance of the program. Weaknesses, if any, are minor and no deficiencies exist. Risk of unsuccessful performance is low.

- **Fair/Medium Risk** – A fair proposal is characterized as follows: The proposed approach indicates an adequate understanding of the contract and program goals and the methods, resources, schedules, and other aspects essential to the performance of the program. There are no deficiencies, but one or more significant weaknesses or a combination of

many weaknesses exist that increase the risk of unsuccessful performance. The risk of unsuccessful performance is medium.

- **Marginal/High Risk** – A marginal proposal is characterized as follows: The proposed approach indicates a superficial or vague understanding of the contract and program goals and the methods, resources, schedules, and other aspects essential to the performance of the program. The proposal has multiple significant weaknesses and weaknesses but no deficiencies. The risk of unsuccessful contract performance is high.

- **Unacceptable/Very High Risk** - An unacceptable proposal is characterized as follows: The proposed approach indicates a lack of understanding of the contract and program goals and the methods, resources, schedules, and other aspects essential to the performance of the program. One or more deficiencies or a combination of significant weaknesses exist sufficient to indicate a lack of understanding of the requirements. The risk of unsuccessful contract performance is very high.

Adjectival Ratings for
Past Performance Evaluation Factors

The following adjectival ratings provide a standardized means to evaluate proposals for past performance factors:

- **Excellent (High Confidence) –** The overall assessment of the offeror's recent past performance reveals a sufficient quantity of highly relevant and high quality past performance. There is no doubt the offeror will successfully perform the effort required under the contract. The confidence of successful performance is evaluated as high.

- **Good (Significant Confidence) –** The overall assessment of the offeror's recent past performance, in terms of relevancy, quality, and sufficiency reveals a past performance record in which there is little doubt the offeror will successfully perform the effort required under the contract. The confidence of successful performance is evaluated as significant.

- **Fair (Some confidence)** – The overall assessment of the offeror's recent past performance, in terms of relevancy, quality, and sufficiency reveals a past performance record in which there is some doubt the offeror will successfully perform the effort required under the contract. The confidence of successful performance is evaluated as some.

- **Neutral** – The overall assessment of the offeror's past performance, in terms of relevancy, quality, and sufficiency reveals the offeror has no relevant past performance record which may be effectively evaluated. The performance risk of the offeror is neutral. The Contractor is rated neither good nor bad. The performance risk of the offeror is neutral.

(Note that, to obtain this rating, the offeror must specifically address the factor and either state it has no relevant past performance or the submitted past performance must be determined to not be relevant. Failure to address the factor in its entirety does not warrant this rating.)

- **Unacceptable (Low confidence)** – The overall assessment of the offeror's past performance, in terms of recency, relevancy, quality, and sufficiency, reveals a past performance record in which there is substantial doubt the offeror will successfully perform the effort required under the contract. This rating may also be due to the offeror failing to address the factor as required and no additional information is available. The confidence of successful performance is evaluated as low.

Definitions

In an effort to ensure that during the evaluation process all Technical Evaluation Panel (TEP) members are consistently using the terms "strengths, weaknesses, significant weaknesses, and deficiencies," the definitions below will be used for evaluation purposes.

- **STRENGTH** – The proposal demonstrates capability, expertise, or knowledge which greatly increases the likelihood of the offeror's successful contract performance.

- **WEAKNESS** – A flaw in the proposal that increases the risk of unsuccessful contract performance.

- **SIGNIFICANT WEAKNESS** – A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

- **DEFICIENCY** – A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

System Security, Privacy, and Authentication Requirements and Internal Control Reviews
Applicable to Service Organizations Performing Outsourced HUD Financial Management Functions

Requirement	Reference	Deliverable	Frequency	Responsibility
Internal Controls Assessment	OMB Circular A-123, Management's Responsibility for Internal Control	A-123 Self-Assessment	Annually	Service Organization Contractor Assists with Information, Documents, and Access to Facilities
Financial Management System Assessment	OMB Circular A-127, Financial Management Systems	A-127 Self-Assessment	Annually	Service Organization Contractor Assists with Information, Documents, and Access to Facilities
Security Assessment	Federal Security Standard: NIST Special Publication 800-53 Revision 1, HUD Handbook 2400.25 Information Technology Security Policy	Report on Selected Controls	Annually	Service Organization Contractor

Requirement	Reference	Deliverable	Frequency	Responsibility
System Security Plan	Federal Security Standard: NIST Special Publication 800-18 Revision 1, HUD Handbook 2400.25 Information Technology Security Policy	System Security Plan	Start Up, with Updates at Least Annually, and Whenever Security Processes and Procedures Change	Service Organization Contractor
System Test and Evaluation (ST&E)	Federal Security Standard: NIST Special Publications 800-37, 800-53, 800-53a HUD Handbook 2400.25, Information Technology Security Policy, and HUD C&A Methodology Guide.	Independent System Test and Evaluation (ST&E); Security Controls Assessment Report (SCAR);	Start Up, and at Least Every Three Years Thereafter	An Independent Evaluator Hired by the Service Organization Contractor
Remedial Plans to Address Deficiencies Identified in the ST&E	Federal Security Standard: NIST Special Publications 800-37, 800-53, 800-53a HUD Handbook 2400.25, Information Technology Security Policy, and HUD C&A Methodology Guide.	Plan of Action and Milestones (POA&M)	Quarterly	Service Organization Contractor
Continuity of Operations	Federal Security Standard: NIST Special Publication 800-34, HUD Handbook 2400.25 Information Technology Security Policy	Contingency Plan; Contingency Plan Test	Start Up, with Updates Annually	Service Organization Contractor

Requirement	Reference	Deliverable	Frequency	Responsibility
Security Self-Assessment	Federal Security Standard: NIST Special Publication 800-26, 800-53, 800-53a HUD Handbook 2400.25 Information Technology Security Policy	Self-Assessment	Annually	Service Organization Contractor
Memorandums of Understanding and Interconnectivity Security Agreements	Federal Security Standard: NIST Special Publication 800-47, HUD Handbook 2400.25 Information Technology Security Policy	MOU or Equivalent	Start Up, and Whenever Interconnection Processes and Procedures Change	Service Organization Contractor Assists with Information and Documentation
Penetration Testing	Federal Security Standard: NIST Special Publications 800–41, 800-42, 800-44, HUD Handbook 2400.25 Information Technology Security Policy	Penetration Test Report	Annually	Service Organization Contractor
IT Security Training services	Federal Security Standard: NIST Special Publication 800 – 16, OMB Memorandums M06-15 and M06-16, HUD Handbook 2400.25 Information Technology Security Policies and the Federal Information Security Management Act (FISMA), Public Law 107-347.	Training	Annually	Service Organization Contractor
Privacy Act	Federal Privacy Standard: The Privacy Act of 1974 HUD Handbook 1325.01 REV-01, Privacy Act Handbook	Records of Release of Information and Procedures for Correction and Data Quality Assurance	Continuous Operation	Service Organization Contractor

Requirement	Reference	Deliverable	Frequency	Responsibility
Privacy Act	Federal Privacy Standard: The Privacy Act of 1974 HUD Handbook 1325.01 REV-01, Privacy Act Handbook	Technical and Procedural Protections	Continuous Operation	Service Organization Contractor
Privacy Act	Federal Privacy Standard: E-Government Act of 2002, OMB Memorandum 03-22, Privacy Impact Assessment Questionnaire (See http://www.hud.gov/offices/cio/privacy/pia/pia.cfm	Privacy Impact Assessment (PIA) Questionnaire	Start Up, with Updates Annually	Service Organization Contractor
E-Authentication	Federal Authentication Standard: OMB Memorandum M-04-4, NIST Special Publication 800-30, HUD Handbook 2400.25 Information Technology Security Policy	Identity verification or authentication for public access	Continuous Operation	Service Organization Contractor
Memorandums of Understanding and Interconnectivity Security Agreements	Federal Security Standard: NIST Special Publication 800-47, HUD Handbook 2400.25 Information Technology Security Policy	MOU or Equivalent	Start Up, and Whenever Interconnection Processes and Procedures Change	Service Organization Contractor Assists with Information and Documentation
Configuration Controls	HUD Configuration Control Standard: HUD Handbook 2400.25 Ver-1, ADP/Information Security Program Handbook	Configuration Management Plan	Start Up, and Whenever Configuration Processes and Procedures Change	Service Organization Contractor

System Security, Privacy, and Authentication Requirements and Internal Control Reviews Applicable to HUD Program Offices that Rely Upon Outsourced Financial Management Functions

Requirement	Reference	Deliverable	Frequency	Responsibility
Internal Controls Assessment	OMB Circular A-123, Management's Responsibility for Internal Control	A-123 Self-Assessment	Annually	HUD Program Office, with Assistance from Service Organization Contractor
Financial Management System Assessment	OMB Circular A-127, Financial Management Systems	A-127 Self-Assessment	Annually	HUD Program Office, with Assistance from Service Organization Contractor
Security Categorization	Federal Security Standard: NIST Special Publication 800-60, FIPS 199, HUD Handbook 2400.25 Information Technology Security Policy	Rating (High, Medium, Low) for Confidentiality, Integrity, and Availability	At System Start Up	HUD Program Office
Business Impact Assessment	Federal Security Standard: NIST Special Publication 800-34, HUD Handbook 2400.25 Information Technology Security Policy	Business Impact Assessment	Start Up, with Updates Annually	HUD Program Officer

Risk Assessment	Federal Security Standard: NIST Special Publication 800-30, HUD Handbook 2400.25 Information Technology Security Policy	Risk Assessment and Risk Management Plan	Start Up, with Updates Annually	HUD Program Office
Certification and Accreditation (C&A)	Federal Security Standards: NIST Special Publications 800-37, 800-53, 800-53a HUD Handbook 2400.25, Information Technology Security Policy, and HUD C&A Methodology Guide	Memorandum by the Assistant Secretary Accepting the System for Operation	Start Up, and at Least Every Three Years Thereafter	HUD Program Office
Memorandums of Understanding and Interconnectivity Security Agreements	Federal Security Standard: NIST Special Publication 800-47, HUD Handbook 2400.25 Information Technology Security Policy	MOU or Equivalent	Start Up, and Whenever Interconnection Processes and Procedures Change	HUD Program Office, with Assistance from Service Organization Contractor
IT Security Training services	Federal Security Standard: NIST Special Publication 800 – 16, OMB Memorandums M06-15 and M06-16, HUD Handbook 2400.25 Information Technology Security Policies and the Federal Information Security Management Act (FISMA), Public Law 107-347.	Training	Annually	HUD Program Office
Privacy Act	Federal Privacy Standard: The Privacy Act of 1974 HUD Handbook 1325.01 REV-01, Privacy Act Handbook	Notice of System of Record	Start Up, and Whenever the Use of Personally Identifiable Information Changes	HUD Program Office
E-Authentication	Federal Authentication Standard: OMB Memorandum M-04-4, NIST Special Publication 800-30, HUD Handbook 2400.25 Information Technology Security Policy	E-Authentication Risk Assessment Report	Start Up, and Annually	HUD Program Office

Servicing Task Matrix

FHA Servicing Functions Per HUD Handbook 4330.01 Rev-5				
Major Functions	Tasks	HECM Assigned	HECM Assigned Pending	HECM Insured
Customer Service	Inquiries	x	x	x
	Recertification	x	x	
	Correspondence	x	x	x
Document Custodian	Scanning	x	x	x
	Storing/Archive	x	x	x
	Disbursements	x	x	
	Payments	x	x	
	Postings	x	x	
Escrow	MIP	x	x	
	Taxes	x	x	
	Hazard Insurance	x	x	
	Flood Insurance	x	x	
	Homeowners policies	x	x	
	Adjustments	x	x	
	Calculations	x	x	
Release Amendment	Payoffs	x	x	x
	Recasting	x		
	Partial Release	x		x
	Refinance Modifications	x		x
	Release Liability	x	x	x
Delinquency	Defaults	x		
	Collection Activities	x		
	Foreclosure	x		
	Late Charges			
	Bankruptcy	x		
Loss Mitigation	PFS	x		
	Deed in lieu	x		
Foreclosure	Inspections	x		
	Conveyance	x		
	Eviction	x		
	Litigation Monitoring	x		

Quality Assurance Surveillance Plan (QASP)
Reverse Mortgage Servicing

08/22/2016

Version 1.0

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Quality Assurance Surveillance Plan (QASP)

Reverse Mortgage Servicing

1 Vision

1 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Performance Work Statement (PWS) entitled Reverse Mortgage Servicing. This plan sets forth the procedures and guidelines HUD's Monitoring Team will use in ensuring the required performance standards or service levels are achieved by the Contractor.

1.1 Purpose

1.1.1 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the PWS and the Contractor's Quality Control Plan (QCP), and to ensure that the Government pays only for the level of services received.
1.1.2 This QASP defines the roles and responsibilities of all members of the Integrated Project Team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

1.2 Performance Management Approach

1.2.1 The PWS structures the acquisition around "what service or quality level is required", as opposed to "how the Contractor should perform the work" (i.e., results, not compliance). This QASP will define the performance management approach taken by HUD's Monitoring Team to monitor and manage the Contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to

make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the Contractor.
1.2.2 Performance management represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the Contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results focus" provides the Contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

1.3 Performance Management Strategy

1.3.1 The Contractor is responsible for the quality of all work performed. The Contractor measures that quality through the Contractor's own Quality Control (QC) program. QC is work output, not workers, and therefore includes all work performed under this contract regardless of whether the work is performed by Contractor employees or by subcontractors. The Contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The Contractor will develop and implement a performance management system with processes to assess and report its performance to the designated government representative. This QASP enables the Government to take advantage of the Contractor's QC program.
1.3.2 The Government representative(s) will monitor performance and review performance reports furnished by the Contractor to determine how the Contractor is performing against communicated performance objectives. The Contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2 ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

2.1 The Contracting Officer

The Contracting Officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Government Technical Representative (GTR) and the Contractor. The CO will designate one full-time GTR as the government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the Contractor's performance, and must be identified and designated by the CO.

2.2 The Government Technical Representative

The GTR is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. GTR limitations are contained in the written appointment letter. The GTR is responsible for technical administration of the project and ensures proper government surveillance of the Contractor's performance. The GTR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract price, terms, or conditions, shall be referred to the CO for action. The GTR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the Contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

3 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

The required performance standards and/or quality levels are included in the PWS and in Appendix 1, "Surveillance Matrix". If the Contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the contract.

4 METHODOLOGIES TO MONITOR PERFORMANCE

HUD will develop a quality assurance plan to be used to provide contract oversight. The plan will include various methods of assessing performance, including 100% review of some documents and partial sampling of others. HUD also performs on-site or desk reviews based upon the risk category assigned to the Contractor. Quarterly on-site desk reviews will be conducted. However, HUD reserves the right to perform an on-site review at any time on any performance requirement in the contract without notice.

4.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the Government to evaluate Contractor performance when appropriate. The primary methods of surveillance are:

- Random Sampling
- 100% Inspection - Each month, the GTR, shall review the generated documentation and enter summary results into the Surveillance Activity Checklist.
- Periodic Inspection - The GTR typically performs the periodic inspection on a monthly basis.
- Customer Feedback

4.2 Customer Feedback

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems. The customer always has the option to communicate complaints to the CO and/or GTR, as opposed to the Contractor.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the GTR.

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

4.3 Acceptable Quality Levels

The Acceptable Quality Levels (AQLs) included in Appendix 1, "Surveillance Matrix", for Contractor performance are structured to allow the Contractor to manage how the work is performed. For certain critical activities such as those involving disbursements, the desired performance level is established at 100 percent. Other levels of performance are keyed to the relative importance of the task to the overall mission performance.

5.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and are assessed using the performance monitoring techniques shown in Appendix 1.

5.2 Monitoring Forms

The Government's QA surveillance, accomplished by the GTR, may be reported using the following monitoring forms: Appendix 2 - "Corrective Action Report (CAR)", Appendix 3 - "Customer Complaint Record", and Appendix 4 "Performance Assessment Report" (PAR). The forms, when completed, will document the Government's assessment of the Contractor's performance under the contract to ensure that the required results are being achieved. The GTR will retain a copy of all completed QA surveillance forms.

6.1 Determining Performance

The Government will use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the Contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

6.2 Reporting

At the end of each quarter, the GTR will prepare a written report for the Contracting Officer, summarizing the overall results of the quality assurance surveillance of the Contractor's performance. This written report, which includes the Contractor's submitted monthly report and the completed quality assurance monitoring forms, will become part of the QA documentation. It will enable the Government to demonstrate whether the Contractor is meeting the stated objectives and/or performance standards, including cost/technical/scheduling objectives.

6.3 Reviews and Resolution

6.3.1 The GTR may require the Contractor's project manager, or a designated alternate, to meet with the CO, GTM and/or other Government IPT personnel as deemed necessary to discuss performance evaluation. The GTR will define a frequency of in-depth reviews with the Contractor, including appropriate self-assessments by the Contractor; however, if the need arises, the Contractor will meet with the GTR as often as required or per the Contractor's request. The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis,
- Issues and concerns of both parties,
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis,
- Recommendations for improved efficiency and/or effectiveness,

6.3.2 The CO and GTR must coordinate and communicate with the Contractor to resolve issues and concerns regarding marginal or unacceptable performance.
6.3.3 The GTR and Contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the discretion of the CO.

6.4 Surveillance Matrix

The Surveillance Matrix (Appendix 1) is the list of performance objectives and standards that must be performed by the Contractor. This matrix details the method of surveillance the GTR will use to validate and inspect these performance elements. Inspection of each element will be documented in the GTR file.

Performance objectives define the desired outcomes. Performance standards define the level of service required under the contract to successfully meet the performance objective. The inspection methodology defines how, when, and what will be assessed in measuring performance. The Government performs surveillance, using this QASP, to determine the quality of the Contractor's performance as it relates to the performance element standards. The PRS should be used to form the foundation of the GTR's inspection checklist.

In evaluating the quality of contractor's performance, the following tools and performance ratings may be used.

Performance Rating	Criteria
Excellent / Outstanding	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Loan Servicing Scorecard

Reporting Period:		GTR Contact:	
Contractor:		Title:	Reverse Mortgage Loan Servicing
Contract Number:			

	Requirement & Performance Measure	"Satisfactory" Performance Threshold	Quarterly Performance (current)	Quarterly Outcome (sat or unsat)	Contract Period to Date Performance (% to date)	Contract Period to Date Outcome (overall sat or unsat)
1.	**Mortgage Release:** Percentage of Mortgage Releases Sent for Recording No Later Than Fifteen (15) Business Days After Receipt of Request or Payoff (100% of the population will be reviewed) (5.1.1.4.1) **A disincentive will be applied to the unsatisfactory performance of this requirement .*	97.00%		Not Yet Rated		Not Yet Rated
2.	**Conveyance of HECM Properties:** Percentage of Properties Correctly Conveyed No Later Than Five (5) Business Days from Receipt of Deed (100% of the population will be reviewed) (5.4.15) **A disincentive will be applied to the unsatisfactory performance of this requirement .*	97.00%		Not Yet Rated		Not Yet Rated
3.	**Wait Time for Callers Transferring to HECM Specialist:** The average wait time for all callers who choose to speak to a Customer Service Representative shall be no more than two (2) minutes for 90% of all calls. The average wait time for all callers to speak to a HECM specialist shall be no more than two (2) minutes for 90% of all calls. **pass/fail** measurement will be used for this element. (5.7.1.) **A disincentive will be applied to the unsatisfactory performance of this requirement.*	Pass		Not Yet Rated		Not Yet Rated
4.	**Payment Processing:** The Contractor shall process all payments to Treasury not later than the next business day after receipt. (5.3.5) **A disincentive will be applied to the unsatisfactory performance of this requirement.*	97.00%		Not Yet Rated		Not Yet Rated
5.	**Annual Recertification/Occupancy Certification:** 90% of the loans were monitored in accordance with section 5.4.3 (100% of the population will be reviewed) (5.4.3)	90.00%		Not Yet Rated		Not Yet Rated
6.	**Telecommunication System:** The telecommunication system shall maintain an operational capability 100% of the time, except during periods of documented scheduled maintenance. **A disincentive will be applied to the unsatisfactory performance of this requirement .* (5.7.17)	97.00%		Not Yet Rated		Not Yet Rated
7.	**Endorsed Servicing Requests:** Percentage of Servicer Requests Processed Within Their Respective Timeframes (within Five (5) Business Days of Receipt of Servicer Request) (100% of the requests will be reviewed) (5.5.2) **A disincentive will be applied to the unsatisfactory performance of this requirement .*	97.00%		Not Yet Rated		Not Yet Rated
8.	**Assignments:** HECM assignments reviewed with 15 business days of submission to HUD (100% of the population will be reviewed) (5.5.1) **A disincentive will be applied to the unsatisfactory performance of this requirement.*	97.00%		Not Yet Rated		Not Yet Rated
9.	**HECM Payments:** HECM mortgagors are paid by the first business day of the month (scheduled) or line of credit (LOC) payments (unscheduled) not later than five (5) business days of receipt of request. (100% of the population will be reviewed) (5.3) **A disincentive will be applied to the unsatisfactory performance of this requirement.*	97.00%		Not Yet Rated		Not Yet Rated
10.	**Imaging:** All correspondence received shall be date stamped upon receipt, imaged and attached at loan level, including the envelope on HECM loans, within 10 business days of receipt. (5.1.4)	90.00%		Not Yet Rated		Not Yet Rated
			Quarterly Rating:	Not Yet Rated	**Contract Period to Date Rating:**	Not Yet Rated

1. The Contractor shall have ten (10) business days after receiving the scorecard report to contact their GTR in writing if they believe that something is incorrect or that there is a data integrity issue. The Contractor must provide documentation to support their assertation(s).
2. The GTR shall have five (5) business days to respond to the Contractor's concern(s).
3. The Contractor shall have 5 business days to appeal the issue(s) to the Contracting Officer in writing. The Contractor must provide documentation to support their assertation(s).
4. The Contracting Officer shall make a determination concerning the Contractor's appeal and advise the GTR and the Contractor of their decision within 5 business days.

	Criteria
Fail	Anything below the Satisfactory Performance Threshold (AQL) = UnSatisfactory rating (3 or more element below the Satisfactory Threshold = Unsat Performance (FAIL) and warrant QCPO action)
Pass	Anthing at or above the Satisfactory Perfomrance Threshold (AQL) = Satisfactory

Appendix 1 - Surveillance Matrix

PWS	Statement	Standards/AQLs	Inspections	Disincentive
5.1.4	Imaging.	a) All correspondence received shall be date stamped upon receipt, imaged and attached at loan level, including the envelope, within 10 business days of receipt. AQL**:** 90% of all servicing correspondence is date stamped, imaged and attached at a loan level within 10 business days of receipt. (90% or less than 15 of the 150 inspected files)	**What:** Servicing Files **How:** 50 servicing files will be pulled by random sample from tasks completed in the month for loan level inspection. The servicing files will be compared to the system for validation. **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	N/A
5.1.9	COI processing.	a) COI requests shall be processed within two (2) business days from request. AQL: No deviation to the standard.	**What:** Monthly Bankruptcy Monitoring Report **How:** Report review vs System of Record **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	N/A
5.2.4	Bankruptcy monitoring/	a) The Contractor shall deliver proof of monthly bankruptcy monitoring to the GTR by the tenth (10th) business day	**What:** Monthly Bankruptcy Monitoring Report **How:** Report review vs System of	N/A

	POC filing.	of each month. AQL: No deviation to the standard.	Record **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	
5.3	Monthly payment processing.	a) The Contractor shall process all scheduled payments on the first (1st) business day of the month. b) The Contractor shall process all unscheduled advances within five (5) business days from receipt of the request. AQL: No deviation to the standard.	**What:** Payments sent **How:** Disbursements sent **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards.	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (CLIN 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.3.3	Loss Draft processing	a) The Contractor shall process all loss draft requests not later than two (2) business days from receipt of request. AQL: 97% of all payments were processed not later than the next business day after receipt.	**What:** Payments received **How:** Compare payments received to OTC report **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards.	N/A
5.3.4	Payoff request processing.	a) The Contractor shall process all payoff requests not later than two (2) business days from receipt of request. AQL: 97% of all payments were processed not later than the next	**What:** Payoff requests **How:** Compare payoff requests to payoffs issued **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...."

		business day after receipt.	all standards	(CLIN 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.3.5	Collection processing to Treasury.	a) The Contractor shall process all payments to Treasury not later than the next business day after receipt. AQL: 97% of all payments were processed not later than the next business day after receipt.	**What:** Payments received **How:** Compare payments received to OTC report **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards.	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (CLIN 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.4.1	Tax, Hazard and Flood insurance monitoring.	a) The Contractor shall monitor taxes on a monthly basis. AQL**:** No deviation to standard. b) The Contractor shall prepare and send delinquency letters within five (5) days of notification on all accounts reported as delinquent. **AQL:** 97% of the delinquent letters were sent to the borrower within five	**What:** Monthly Tax/Hazard and Flood Insurance Monitoring Report **How:** Report review **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	N/A

		(5) business days from receipt of delinquency.		
5.4.3	Occupancy monitoring.	a) Annual certification letters shall be sent to mortgagors at least thirty (30) calendar days prior to the anniversary of the occupancy certification due date. b) If the mortgagor does not respond not later than thirty (30) calendar days from the date of the initial letter, the Contractor shall send a follow up Letter. c) If the mortgagor fails to respond to the second request, the Contractor shall order an occupancy inspection not later than two (2) business days after the expiration of the second request **AQL:** 90% of the letters were sent within thirty (30) calendar days prior to the anniversary.	**What:** HERMIT Timelines/Servicing Notes **How:** HERMIT Timelines **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	N/A
5.4.4	Monthly inspections.	a) The Contractor shall request monthly inspections on all loans in a due and payable status and not in custodial care. AQL: 97% of the due and payable loans were inspected on a monthly basis.	**What**: HERMIT Timelines/Servicing Notes **How:** HERMIT Timelines Frequency: Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (CLIN 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.

5.4.5	Refer loan for foreclosure.	a) The Contractor shall refer loans for foreclosure within 45 business days from the date of the NOI. AQL**:** 97% of the loans identified as due and payable were referred within 45 days from the date of the NOI.	**What:** HERMIT report **How:** HERMIT Timelines/Servicing Notes **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (CLIN 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.4.11	DIL processing.	a) The Contractor shall complete all Deed in Lieu requests within ninety (90) calendar days. AQL**:** 97% of the Deed in Lieu requests were completed within ninety (90) calendar days.	**What:** Monthly NJF report **How:** Hermit Timelines/Servicing Notes review **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	N/A
5.4.13	Conveyance Completion.	a) The Contractor shall correctly convey to REO not later than five (5) business days from receipt of deed. AQL**:** 97% of properties are correctly conveyed not later than five (5) business days from receipt of deed.	**How:** Hermit Timelines/Servicing Notes review **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice amount for the CL1N titled "Service based on a beginning...." (CL1N 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In

				no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.4.13	Eviction Completion .	a) The Contractor shall complete eviction where applicable within sixty (60) calendar days from sale date. AQL: 97% of occupied properties requiring eviction shall be completed within sixty (60) calendar days from sale date unless an extension request is submitted and approved by the GTR.	**How:** Hermit Timelines/Servicing Notes review **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice amount for the CL1N titled "Service based on a beginning...." (CL1N 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.4.18	Satisfaction of liens.	a) The Contractor shall prepare, execute and submit for recordation all satisfaction of liens (releases) within fifteen (15) business days of notification that a release is needed. AQL**:** 97% of all releases shall be prepared, executed and submitted for recordation within fifteen (15) business days of notification that a release is needed.	**What:** Payoff/Termination report **How:** Report review **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (CLIN 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.

5.5.1	Routine lender requests.	a) The Contractor shall complete routine Lender Requests within two (2) business days. AQL: No deviation to the standard.	**What:** HERMIT Reports **How:** A random sampling of lender requests will be reviewed for timely processing and accuracy. **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	Any deviation to the standard shall result in a disincentive of 1% of the Contractor's invoice amount for the CLIN titled "Service based on a beginning.... - (CLIN 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter reviewed and the contractor shall bear the cost of the penalty and interest paid to the mortgagor.
5.5.2	Assignment review.	a) Assignment packages shall be reviewed within fifteen (15) business days. AQL**:** No deviation to standard.	**What:** Hermit Report **How:** 100% of the assignment submissions will be reviewed. **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each percentage point below the standard, the disincentive is 1% of the Contractor's Invoice Service based on a beginning...." (CLIN 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter tested. In no event shall the disincentive exceed a maximum of 6% per quarter for applicable CLIN.
5.7.1	Wait time – CSR.	a) The average wait time for all callers who choose to speak to a Customer Service Representative shall be no	**What:** Contractor's telecommunication report **How:** Performance statistics **Frequency:** Monthly	For each 15-second increment in which the average wait time is longer than the standard, the

		more than two (2) minutes for 90% of all calls received for the quarter. AQL**:** 90% of the calls were answered by a CSR within 2 minutes.	**Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	disincentive will be 1% of the invoice amount for the CLIN titled "Service based on a beginning...." (CLIN 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter reviewed. In no event shall it exceed a maximum of 6% per quarter for the invoice.
5.7.1	Wait time – HECM Specialist.	b) The average wait time for all callers to speak to a HECM specialist (warm transfer) shall be no more than two (2) minutes for 90% of all calls received for the quarter. AQL**:** 90% of the callers were transferred to a HECM Specialist within 2 minutes.	**What:** Contractor's telecommunication report **How:** Performance statistics **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each 15-second increment in which the average wait time is longer than the standard, the disincentive will be 1% of the invoice amount for the CLIN titled "Service based on a beginning...." (CLIN 105, etc. that is associated with the estimated quantity applicable to the quarter in which the disincentive is calculated) and applied to the quarter reviewed. In no event shall it exceed a maximum of 6% per quarter for the invoice.
5.7.1	Returned Calls.	a) All calls received outside of normal business hours shall be returned not later than 12 noon the next business day. AQL: No deviation to standard.	**What:** Customer Service Reports **How:** Report review **Frequency:** Monthly **Who:** Monitoring Team **Standard(s):** Inspection applies to all standards	For each validated call not returned not returned by noon the next business day, the Contractor shall be assessed a $200 disincentive.
5.7.9	Validated	Only 5 validated complaints regarding	**What:** Complaints	For each validated complaint

	Complaints .	the service provided by the Contractor may be received during the quarter.	**How:** Issue review **Frequency:** Ongoing **Who:** Monitoring Team **Standard(s**) 5 complaints per quarter	after the first five complaints, the Contractor shall be assessed a $200 disincentive for each complaint validated greater than five.
5.7.17	Phone System Uptime.	The Contractor shall ensure that the telecommunication system maintain an operational capability 100% of the time, except during periods of approved documented scheduled maintenance.	**What:** Customer Service Reports **How:** Report review **Frequency:** Monthly **Who: Monitoring Team** **Standard(s):** Inspection applies to all standards	The contract payment will be reduced by a percentage that is directly proportional to the percentage of time that the Contractor's telecommunications system was inoperable during the quarter. For example, if the system were down for any reason for 2 hours (120 minutes) during a quarter, the Contractors invoice would be reduced by 1% on the applicable CLIN.

Appendix 2 - Corrective Action Report (CAR)

CORRECTIVE ACTION REPORT (CAR)

(If more space is needed, use reverse and identify by number)

1. CONTRACTOR	2. CONTRACT NUMBER	3. TYPE OF SERVICES

4. FUNCTIONAL AREA	5. SUSPENSE DATE	6. CONTROL NUMBER

7. DEFICIENCY ☐ MAJOR ☐ MINOR

FINDING:

FINDING IMPACT:

Please respond with a written corrective action plan that details the corrective action of the cited deficiency, the cause of the deficiency, and actions taken to prevent recurrence by Suspense Date in Block 5. If date was not entered in Block 5, the contractor is not required to provide a response.

8. QUALITY ASSURANCE PERSONNEL (COR)

TYPED NAME AND GRADE	**SIGNATURE AND DATE**

9. ISSUING AUTHORITY

TYPED NAME AND GRADE	**SIGNATURE AND DATE**

10. COR RESPONSE TO CONTRACTOR CORRECTIVE ACTION AND ACTION TAKEN TO PREVENT RECURRENCE

11. COR DETERMINATION ☐ ACCEPTED ☐ REJECTED	12. CLOSE DATE

Appendix 3 - Customer Complaint Record

CUSTOMER COMPLAINT RECORD			DATE/TIME OF COMPLAINT
SOURCE OF COMPLAINT			
ORGANIZATION	BUILDING NUMBER	INDIVIDUAL	PHONE NUMBER
NATURE OF COMPLAINT			
CONTRACT REFERENCE			
VALIDATION			
DATE/TIME CONTRACTOR INFORMED OF COMPLAINT			
ACTION TAKEN BY CONTRACTOR			
RECEIVED/VALIDATED BY			

Appendix 4 - Performance Assessment Report (PAR)

PERFORMANCE ASSESSMENT REPORT (PAR)

(If more space is needed, use reverse and identify by number)

1. CONTRACT/TASK ORDER NUMBER	2. CONTRACTOR	3. TYPE OF SERVICES

4. QUALITY ASSURANCE PERSONNEL (COR) SIGNATURE AND DATE	**5. COR PHONE**	**6. SUSPENSE DATE**

I. PERFORMANCE

7. ☐ DEFICIENCY (CHECK ALL BOXES THAT APPLY) ☐ NEW ☐ REPEAT ☐ NO DEFICIENCY NOTED	8. SERVICES SUMMARY or PWS PARAGRAPH ITEM REVIEWED
9. BRIEF DESCRIPTION OF DEFICIENCY (IF DEFICIENCY BOX WAS CHECKED)	10. DETAILED PERFORMANCE ASSESSMENT

II. CONTRACTOR VALIDATION

11. CONTRACTOR REPRESENTATIVE ☐ CONCUR ☐ NON-CONCUR	12. CORRECTIVE ACTION ESTIMATED COMPLETION DATE

13. CONTRACTOR REPRESENTATIVE CORRECTIVE ACTION AND PREVENTION OF RECURRENCE OR REASON FOR NON-CONCURRENCE OF COR CITED DEFICIENCY

III. ACTION CORRECTED

14. ☐ CONCUR ☐ NON-CONCUR COR SIGNATURE AND DATE

15. COR REMARKS (REQUIRED)

6. CONTRACTOR REPRESENTATIVE REMARKS

WD 05-2431 (Rev.-21) was first posted on www.wdol.gov on 01/05/2016
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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
	Wage Determination No.: 2005-2431 Revision No.: 21 Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.63
01013 - Accounting Clerk III		18.28
01020 - Administrative Assistant		22.58
01040 - Court Reporter		18.46
01051 - Data Entry Operator I		11.69
01052 - Data Entry Operator II		12.76
01060 - Dispatcher, Motor Vehicle		17.05
01070 - Document Preparation Clerk		13.46
01090 - Duplicating Machine Operator		13.46
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		18.00
01120 - Housing Referral Assistant		18.77
01141 - Messenger Courier		10.67
01191 - Order Clerk I		12.71
01192 - Order Clerk II		14.08
01261 - Personnel Assistant (Employment) I		14.35
01262 - Personnel Assistant (Employment) II		16.05
01263 - Personnel Assistant (Employment) III		17.90
01270 - Production Control Clerk		20.96
01280 - Receptionist		12.74
01290 - Rental Clerk		14.04
01300 - Scheduler, Maintenance		14.04
01311 - Secretary I		14.04
01312 - Secretary II		16.20

01313 - Secretary III	18.77
01320 - Service Order Dispatcher	15.05
01410 - Supply Technician	22.58
01420 - Survey Worker	17.05
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	13.14
01533 - Travel Clerk III	13.77
01611 - Word Processor I	12.54
01612 - Word Processor II	14.07
01613 - Word Processor III	15.80
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.14
05010 - Automotive Electrician	17.24
05040 - Automotive Glass Installer	16.31
05070 - Automotive Worker	14.84
05110 - Mobile Equipment Servicer	13.22
05130 - Motor Equipment Metal Mechanic	16.49
05160 - Motor Equipment Metal Worker	14.84
05190 - Motor Vehicle Mechanic	16.49
05220 - Motor Vehicle Mechanic Helper	12.63
05250 - Motor Vehicle Upholstery Worker	14.03
05280 - Motor Vehicle Wrecker	14.84
05310 - Painter, Automotive	15.67
05340 - Radiator Repair Specialist	14.84
05370 - Tire Repairer	12.12
05400 - Transmission Repair Specialist	16.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.05
07041 - Cook I	8.70
07042 - Cook II	10.01
07070 - Dishwasher	8.18
07130 - Food Service Worker	8.20
07210 - Meat Cutter	13.28
07260 - Waiter/Waitress	8.77
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.86
09040 - Furniture Handler	10.57
09080 - Furniture Refinisher	14.86
09090 - Furniture Refinisher Helper	11.83
09110 - Furniture Repairer, Minor	13.35
09130 - Upholsterer	14.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.06
11060 - Elevator Operator	10.81
11090 - Gardener	12.86
11122 - Housekeeping Aide	10.47
11150 - Janitor	10.19
11210 - Laborer, Grounds Maintenance	10.82
11240 - Maid or Houseman	8.42
11260 - Pruner	10.20
11270 - Tractor Operator	12.10
11330 - Trail Maintenance Worker	10.82
11360 - Window Cleaner	10.42
12000 - Health Occupations	
12010 - Ambulance Driver	13.70
12011 - Breath Alcohol Technician	17.35
12012 - Certified Occupational Therapist Assistant	25.26
12015 - Certified Physical Therapist Assistant	22.10
12020 - Dental Assistant	14.41
12025 - Dental Hygienist	29.89
12030 - EKG Technician	20.95
12035 - Electroneurodiagnostic Technologist	20.95

12040 - Emergency Medical Technician		13.70
12071 - Licensed Practical Nurse I		15.51
12072 - Licensed Practical Nurse II		17.35
12073 - Licensed Practical Nurse III		19.35
12100 - Medical Assistant		12.33
12130 - Medical Laboratory Technician		16.14
12160 - Medical Record Clerk		13.88
12190 - Medical Record Technician		15.53
12195 - Medical Transcriptionist		12.04
12210 - Nuclear Medicine Technologist		34.29
12221 - Nursing Assistant I		9.70
12222 - Nursing Assistant II		10.91
12223 - Nursing Assistant III		11.91
12224 - Nursing Assistant IV		13.36
12235 - Optical Dispenser		14.41
12236 - Optical Technician		11.84
12250 - Pharmacy Technician		16.23
12280 - Phlebotomist		13.36
12305 - Radiologic Technologist		22.09
12311 - Registered Nurse I		27.48
12312 - Registered Nurse II		30.22
12313 - Registered Nurse II, Specialist		30.22
12314 - Registered Nurse III		36.56
12315 - Registered Nurse III, Anesthetist		36.56
12316 - Registered Nurse IV		43.82
12317 - Scheduler (Drug and Alcohol Testing)		21.50
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		18.53
13012 - Exhibits Specialist II		20.67
13013 - Exhibits Specialist III		24.88
13041 - Illustrator I		20.86
13042 - Illustrator II		25.12
13043 - Illustrator III		30.74
13047 - Librarian		20.37
13050 - Library Aide/Clerk		10.85
13054 - Library Information Technology Systems Administrator		18.40
13058 - Library Technician		12.31
13061 - Media Specialist I		13.27
13062 - Media Specialist II		14.85
13063 - Media Specialist III		16.56
13071 - Photographer I		13.27
13072 - Photographer II		15.16
13073 - Photographer III		18.78
13074 - Photographer IV		22.98
13075 - Photographer V		27.80
13110 - Video Teleconference Technician		14.89
14000 - Information Technology Occupations		
14041 - Computer Operator I		14.91
14042 - Computer Operator II		16.74
14043 - Computer Operator III		18.70
14044 - Computer Operator IV		20.75
14045 - Computer Operator V		22.97
14071 - Computer Programmer I	(see 1)	24.07
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.91
14160 - Personal Computer Support Technician		20.75

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.92
15020 - Aircrew Training Devices Instructor (Rated)	36.20
15030 - Air Crew Training Devices Instructor (Pilot)	39.82
15050 - Computer Based Training Specialist / Instructor	29.92
15060 - Educational Technologist	22.71
15070 - Flight Instructor (Pilot)	39.82
15080 - Graphic Artist	20.81
15090 - Technical Instructor	17.74
15095 - Technical Instructor/Course Developer	21.70
15110 - Test Proctor	15.76
15120 - Tutor	15.76
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.47
16030 - Counter Attendant	8.47
16040 - Dry Cleaner	10.79
16070 - Finisher, Flatwork, Machine	8.47
16090 - Presser, Hand	8.47
16110 - Presser, Machine, Drycleaning	8.47
16130 - Presser, Machine, Shirts	8.47
16160 - Presser, Machine, Wearing Apparel, Laundry	8.47
16190 - Sewing Machine Operator	11.56
16220 - Tailor	12.34
16250 - Washer, Machine	9.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.79
19040 - Tool And Die Maker	24.73
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.25
21030 - Material Coordinator	22.82
21040 - Material Expediter	22.82
21050 - Material Handling Laborer	11.10
21071 - Order Filler	12.77
21080 - Production Line Worker (Food Processing)	15.25
21110 - Shipping Packer	13.76
21130 - Shipping/Receiving Clerk	13.76
21140 - Store Worker I	13.94
21150 - Stock Clerk	16.90
21210 - Tools And Parts Attendant	15.25
21410 - Warehouse Specialist	15.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.37
23021 - Aircraft Mechanic I	23.35
23022 - Aircraft Mechanic II	24.37
23023 - Aircraft Mechanic III	25.40
23040 - Aircraft Mechanic Helper	16.96
23050 - Aircraft, Painter	20.19
23060 - Aircraft Servicer	19.19
23080 - Aircraft Worker	20.33
23110 - Appliance Mechanic	16.59
23120 - Bicycle Repairer	12.12
23125 - Cable Splicer	24.43
23130 - Carpenter, Maintenance	18.10
23140 - Carpet Layer	17.15
23160 - Electrician, Maintenance	18.93
23181 - Electronics Technician Maintenance I	21.73
23182 - Electronics Technician Maintenance II	24.54
23183 - Electronics Technician Maintenance III	25.71
23260 - Fabric Worker	17.12
23290 - Fire Alarm System Mechanic	18.63
23310 - Fire Extinguisher Repairer	16.13
23311 - Fuel Distribution System Mechanic	23.73

23312 - Fuel Distribution System Operator	17.99
23370 - General Maintenance Worker	17.04
23380 - Ground Support Equipment Mechanic	22.99
23381 - Ground Support Equipment Servicer	18.78
23382 - Ground Support Equipment Worker	19.89
23391 - Gunsmith I	16.13
23392 - Gunsmith II	17.98
23393 - Gunsmith III	19.84
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.92
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.98
23430 - Heavy Equipment Mechanic	18.92
23440 - Heavy Equipment Operator	18.50
23460 - Instrument Mechanic	24.92
23465 - Laboratory/Shelter Mechanic	18.93
23470 - Laborer	11.10
23510 - Locksmith	18.24
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	18.92
23580 - Maintenance Trades Helper	13.97
23591 - Metrology Technician I	24.92
23592 - Metrology Technician II	25.98
23593 - Metrology Technician III	27.08
23640 - Millwright	20.03
23710 - Office Appliance Repairer	19.09
23760 - Painter, Maintenance	17.94
23790 - Pipefitter, Maintenance	19.97
23810 - Plumber, Maintenance	19.20
23820 - Pneudraulic Systems Mechanic	19.84
23850 - Rigger	19.84
23870 - Scale Mechanic	17.98
23890 - Sheet-Metal Worker, Maintenance	22.11
23910 - Small Engine Mechanic	17.04
23931 - Telecommunications Mechanic I	22.77
23932 - Telecommunications Mechanic II	23.76
23950 - Telephone Lineman	22.90
23960 - Welder, Combination, Maintenance	18.92
23965 - Well Driller	19.71
23970 - Woodcraft Worker	19.84
23980 - Woodworker	16.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.73
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	8.73
24620 - Family Readiness And Support Services Coordinator	14.27
24630 - Homemaker	15.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.39
25040 - Sewage Plant Operator	16.59
25070 - Stationary Engineer	22.39
25190 - Ventilation Equipment Tender	15.08
25210 - Water Treatment Plant Operator	16.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.88
27007 - Baggage Inspector	12.57
27008 - Corrections Officer	15.39
27010 - Court Security Officer	20.62
27030 - Detection Dog Handler	15.03
27040 - Detention Officer	15.39
27070 - Firefighter	24.14

27101 - Guard I		12.57
27102 - Guard II		15.03
27131 - Police Officer I		23.19
27132 - Police Officer II		25.77
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		10.57
28042 - Carnival Equipment Repairer		11.39
28043 - Carnival Equpment Worker		8.28
28210 - Gate Attendant/Gate Tender		13.14
28310 - Lifeguard		12.47
28350 - Park Attendant (Aide)		15.51
28510 - Recreation Aide/Health Facility Attendant		10.73
28515 - Recreation Specialist		17.93
28630 - Sports Official		11.71
28690 - Swimming Pool Operator		16.74
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		20.94
29020 - Hatch Tender		20.94
29030 - Line Handler		20.94
29041 - Stevedore I		19.94
29042 - Stevedore II		22.08
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.25
30022 - Archeological Technician II		20.36
30023 - Archeological Technician III		25.22
30030 - Cartographic Technician		25.22
30040 - Civil Engineering Technician		24.03
30061 - Drafter/CAD Operator I		17.25
30062 - Drafter/CAD Operator II		20.36
30063 - Drafter/CAD Operator III		22.71
30064 - Drafter/CAD Operator IV		26.48
30081 - Engineering Technician I		19.05
30082 - Engineering Technician II		21.83
30083 - Engineering Technician III		23.92
30084 - Engineering Technician IV		29.64
30085 - Engineering Technician V		36.26
30086 - Engineering Technician VI		43.86
30090 - Environmental Technician		21.77
30210 - Laboratory Technician		19.34
30240 - Mathematical Technician		25.23
30361 - Paralegal/Legal Assistant I		18.67
30362 - Paralegal/Legal Assistant II		23.12
30363 - Paralegal/Legal Assistant III		28.28
30364 - Paralegal/Legal Assistant IV		34.22
30390 - Photo-Optics Technician		25.22
30461 - Technical Writer I		18.40
30462 - Technical Writer II		22.51
30463 - Technical Writer III		27.24
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.71
30621 - Weather Observer, Senior	(see 2)	25.22
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		11.62
31030 - Bus Driver		14.66

31043 - Driver Courier	13.20
31260 - Parking and Lot Attendant	9.68
31290 - Shuttle Bus Driver	14.03
31310 - Taxi Driver	10.60
31361 - Truckdriver, Light	14.03
31362 - Truckdriver, Medium	15.85
31363 - Truckdriver, Heavy	19.47
31364 - Truckdriver, Tractor-Trailer	19.47
99000 - Miscellaneous Occupations	
99030 - Cashier	8.66
99050 - Desk Clerk	8.70
99095 - Embalmer	25.43
99251 - Laboratory Animal Caretaker I	10.69
99252 - Laboratory Animal Caretaker II	11.36
99310 - Mortician	25.43
99410 - Pest Controller	13.65
99510 - Photofinishing Worker	12.45
99710 - Recycling Laborer	15.53
99711 - Recycling Specialist	17.42
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.59
99820 - School Crossing Guard	10.88
99830 - Survey Party Chief	23.62
99831 - Surveying Aide	13.28
99832 - Surveying Technician	20.91
99840 - Vending Machine Attendant	12.16
99841 - Vending Machine Repairer	14.63
99842 - Vending Machine Repairer Helper	11.82

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not

list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ADDITIONAL INSTRUCTIONS TO OFFERORS - PRICING

Offerors shall use this standard format to submit summaries of their estimated costs for review and analysis by the Government. See also FAR clause 52.215-20 and its Alternate I included in the solicitation.

Offerors are expected to act in good faith in disclosing their cost or price estimation process. Offerors shall incorporate as part of, or submit with this format any additional information, e.g., schedules, which supports and substantiates the proposed costs, and which is reasonably required for review and analysis in light of the specific facts of this acquisition. The information submitted or otherwise made available by offerors shall include:

- Existing, verifiable data;
- The judgmental factors applied in projecting from known data to the estimates; and,
- The contingencies used in developing the offerors' proposed cost or prices.

Offerors shall describe any relevant information that it is impracticable to include in this format or attachments. Offerors shall make such information available to the Contracting Officer or his/her representative upon request.

Line item instructions:

1. Enter the name of the firm, partnership, organization, etc., submitting the offer.
2. Enter offeror's full, current address.
3. Enter the Government's solicitation number from the Request for Proposals (RFP).
4. Enter the title of the proposed contract shown on the RFP. (NOTE: *When this format is used for subcontractors, enter a brief description of the services or the tasks - and any task numbers - to be performed by the subcontractor.*)
5. List each category or classification of direct labor proposed to be used under the contract. Enter the proposed number of hours and hourly rate for each classification. Multiply the rate by the number of hours and enter the product in the Estimated Cost column. Add the estimated cost for all classifications and enter the sum in the Total Direct Labor row. (NOTE: *If the rate is loaded, i.e., includes more than salaries, include explanation and breakdown of the components of the rate*.)
6. Enter each cost center, department or other entity for which direct labor overhead is to be charged. Enter the rate and base for each. Multiply the rate(s) by the (base(s) and enter the product(s) in the Estimated Cost column. Add the estimated cost for each labor overhead cost center and enter the total in the Total Labor Overhead row. (NOTE: *Do not include any direct labor overhead here that is already included in loaded rates in item 5 above*.)
7. List proposed consultants by name or company (if known) or other description, e.g., type. Enter hourly rates and number of hours proposed for each. Multiply each rate by its corresponding base and enter the product in the Est. Cost column. Add the estimated cost totals and the total from Schedule A and enter the sum in the Total Consultant Costs row.
8. Enter the total of the itemized Other Direct Costs from Schedule A.
9. Enter the total subcontract costs from the individual subcontract pricing proposal sheets (Schedule B). Use separate Schedule B for each subcontractor.
10. Add the totals from items 5, 6, 7, 8 and 9 and enter the sum.
11. Enter the G&A rate (percentage), the dollar amount of the base to which the rate is applied, and the cost element item numbers to which the rate applies (e.g., Direct Labor, Direct Labor Overhead, etc.). Multiply the rate by the total of those items (i.e., the base) and enter the product.
12. Add the amounts in rows 10 and 11 together, and enter the sum.
13. Enter the amount of proposed fixed-fee or profit.
14. Add the amounts in rows 12 and 13, and enter the sum.

CONTRACT PRICING PROPOSAL FORMAT

This format is to be used for the submission of *information other than cost and pricing data* as defined at FAR Subpart 15.4. Use additional sheets as needed.	Page no. of
1. Offeror:	3. Solicitation No:
2. Offeror's Address:	4. Services/items to be furnished:

DESCRIPTION OF PROPOSED COST ELEMENTS

5. Direct Labor (*specify by category/type*)	Estimated No of Hours	x Rate/Hour	= Estimated Cost
Total Direct Labor			
6. Labor Overhead (*specify Dept./Cost Center*)	Rate (%)	x Base ($)	= Estimated Cost
Total Labor Overhead			
7. Consultants (*continue on Schedule A*)	Rate ($)	x Hours	= Estimated Cost
Subtotal Consultant Costs from Schedule A			
Total Consultant Costs			

8. Other Direct Costs (*from Schedule A*)		
9. Subcontract Costs (*from Schedule B*)		
10.Total Direct Costs *(add items 5 through 9)*		
11. General & Administrative Expense	Rate: % x Base: $ (Item #s:)	
12. Total Estimated Cost (add items 10 and 11)		
13. Proposed Fixed Fee/Profit		
14. Total Estimated Cost Plus Fixed Fee/Profit		

CONTRACT PRICING PROPOSAL FORMAT - Schedule A

This format is to be used for the submission of *information other than cost and pricing data* as defined at FAR Subpart 15.4. Use additional sheets as needed.			Page no. of
1. Offeror:		2. Solicitation No:	
DESCRIPTION OF PROPOSED COST ELEMENTS			
3. Consultants (*names or description*)	Rate	x Hours	= Est. Cost
Subtotal Consultants			
4. Other Direct Costs (*specify, e.g., travel, communications, supplies, etc.*)	Unit & No.	x Rate	= Total
Sub-Total Other Direct Costs			

CONTRACT PRICING PROPOSAL FORMAT - *Schedule B - Subcontract Costs*

This format is to be used for the submission of information other than cost and pricing data (see FAR 15.402). Use additional sheets for lower tier subcontracts and as needed.	Page no. of
1. Offeror:	2. Solicitation No:
3. Subcontractor (*name and address*):	4. Services/Items to be furnished:

DESCRIPTION OF PROPOSED COST ELEMENTS				
5. Direct Labor (*specify by category/type*)	Estimated No of Hours	Rate/Hour	Estimated Cost	
Total Direct Labor				
6. Labor Overhead (*specify Dept./Cost Center*)	O/H Rate	x Base ($)	= Est. Cost	
Total Labor Overhead				
7. Consultants (*continue on Schedule A*)	Rate	x Hours	= Est. Cost	
Subtotal Consultant Costs from Schedule A				
Total Consultant Costs				
8. Other Direct Costs (*from Schedule A*)				
9. Subcontract costs (*from Schedule B*)				
10. Total Direct Costs				
11. General & Administrative Expense	Rate: % x Base: $ (Item #s:)			
12. Total Estimated Cost				
13. Fee or Profit				
14. Total Estimated Cost And Fee/Profit				

Attachment 9- Past Performance Survey

PAST PERFORMANCE SURVEY

This past performance survey is to be completed on the designated contractor or key personnel as designated below:

PAST PERFORMANCE PROJECT IDENTIFICATON (*To be filled out by the Offeror*):

CONTRACTOR OR KEY PERSONNEL NAME:	Click here to enter text.
CONTRACT or ORDER NUMBER:	**Click here to enter text.**
PROJECT TITLE:	**Click here to enter text.**
TOTAL PERIOD OF PERFORMANCE, INCLUDING OPTIONS	**Click here to enter text.**

PAST PERFORMANCE REFERENCE INFORMATION (*To be filled out by the Reference*):

NAME:	Click here to enter text.
TITLE:	**Click here to enter text.**
AGENCY or CUSTOMER:	**Click here to enter text.**
PHONE:	**Click here to enter text.**
E-MAIL	**Click here to enter text.**

The Department of Housing and Urban Development (HUD) is procuring the services described in the box below. You have been selected by the contractor or key personnel identified above to provide past performance information to HUD to be used in evaluating the offeror's proposal for this acquisition. Thank you for your input.

Summarize the services acquired here.

If this past performance survey is related to key personnel, please summarize the level of interface you had with the designated key personnel throughout the life of the project you oversaw.

For each of the Five (5) criteria listed below, the rater must choose One (1) Adjectival Rating by checking the box, as applicable. At a minimum, for any rating that is checked Marginal or Unsatisfactory, please submit additional comments to substantiate the rating. If Cost Control is N/A, Please explain why.

1. QUALITY OF SERVICE

RATING	Adjectival Rating	Definition
☐	**Exceptional**	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor/Key Personnel were highly effective
☐	**Very Good**	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor/Key Personnel were effective
☐	**Satisfactory**	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor/Key Personnel appear or were satisfactory
☐	**Marginal**	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor/Key Personnel has not yet identified corrective actions.
☐	**Unsatisfactory**	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor's/Key Personnel's corrective actions appear or were ineffective.

ADDITIONAL COMMENTS:

Click here to enter text.

2. SCHEDULE

RATING	Adjectival Rating	Definition
☐	**Exceptional**	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor/Key Personnel were highly effective
☐	**Very Good**	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor/Key Personnel were effective
☐	**Satisfactory**	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor/Key Personnel appear or were satisfactory
☐	**Marginal**	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor/Key Personnel has not yet identified corrective actions.
☐	**Unsatisfactory**	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor's/Key Personnel's corrective actions appear or were ineffective.

ADDITIONAL COMMENTS:

Click here to enter text.

3. COST CONTROL

RATING	Adjectival Rating	Definition
☐	**Exceptional**	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor/Key Personnel were highly effective
☐	**Very Good**	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor/Key Personnel were effective
☐	**Satisfactory**	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor/Key Personnel appear or were satisfactory
☐	**Marginal**	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor/Key Personnel has not yet identified corrective actions.
☐	**Unsatisfactory**	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor's/Key Personnel's corrective actions appear or were ineffective.
☐	**Not Applicable**	

ADDITIONAL COMMENTS:

Click here to enter text.

4. BUSINESS RELATIONS

RATING	Adjectival Rating	Definition
☐	**Exceptional**	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor/Key Personnel were highly effective
☐	**Very Good**	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor/Key Personnel were effective
		Performance meets contractual requirements. The element being assessed contains some

☐	**Satisfactory**	minor problems for which corrective actions taken by the Contractor/Key Personnel appear or were satisfactory
☐	**Marginal**	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor/Key Personnel has not yet identified corrective actions.
☐	**Unsatisfactory**	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor's/Key Personnel's corrective actions appear or were ineffective.

ADDITIONAL COMMENTS:

Click here to enter text.

Attachment 10

PAST PERFORMANCE INFORMATION (relevant services performed in the 3 years prior to submission of proposal)

PRIME CONTRACTOR OR PARTNER/SUBCONTRACTOR NAME_____

CLIENT NAME *	POINT OF CONTACT NAME, ADDRESS, TELEPHONE	TYPE OF SERVICES PROVIDED	CONTRACT NUMBER AND VALUE OF CONTRACT	DATE SERVICES PROVIDED	PRINCIPAL PARTNERS/KEY PERSONNEL	PPIRS On File

* If performance was as a subcontractor, this will be the name of the prime contractor.

Contractor Employee's Non-disclosure Agreement

I understand that, as part of my duties under Contract #_____ (the "Contract"), I may have access to, or be provided, Government procurement-sensitive information, proprietary business information provided to the Government by other parties (e.g., other contractors), and/or personal information protected by the Privacy Act (all of this information is defined as "Protected Information" in this Agreement). I understand that for the purpose of this Agreement, Protected Information includes, but is not limited to the following: procurement planning information, contact information contained in individual contracts and Government procurement databases, proposal evaluation plans and evaluation results, negotiation strategies, technical, cost and business information contained in proposals submitted by entities competing for Government contracts; and, personal information (e.g., Social Security Numbers). I also understand that Protected Information may exist in different physical media (e.g. paper, electronic file, audio or video disc), or be transmitted orally.

I, further agree that I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual, except as authorized by the contracting officer, any Protected Information provided to me or legitimately obtained by me in the pursuit of my assigned duties during the course of my employment under this contract. I will not disclose, publish, divulge, release, or make known, any Protected Information that, in the future, may be made part of the public domain without prior authorization of the contracting officer. This prohibition also covers information provided by the Government or a contractor whether or not in its original form or a derivative form (i.e. where the information has been included in a contractor-generated work or where it is discernible from materials incorporating or based upon such information).

I further agree that I will use Protected Information only for official purposes in the performance of the Contract and will disclose such information only to those individuals who have a specific need to know in performance of official Government duties. I specifically will not disclose any such information to employees of my company or any other contractor employee(s) who have not signed this agreement. I will take all reasonable precautions to prevent the unauthorized disclosure and use of such information.

I also understand that the prohibitions and requirements in this Agreement have no expiration date.

I hereby certify that I have read the non-disclosure Agreement described above and I am familiar with the directives and policies governing the disclosure of procurement-sensitive information. I agree that I will fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information that I have obtained or been provided for private use or gain at any time, including subsequent to the performance of duties under the Contract.

_____ _____ _____

Employee's Name Signature Date

_____

Contractor Name

Historical Data

The following includes historical data for the Reverse Mortgage servicing support contract. The Offeror is cautioned that HUD does not warrant the below historical data as being complete and accurate for the projected years. The HUD portfolio is subject to many variables and HUD makes no assertions that the estimates provided will remain accurate throughout the life of the contract.

CURRENT AND HISTORICAL INFORMATION

	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug
HECM Loan Inventory											
Begining Open Loans	33,305	34,562	35,666	36,750	37,676	39,000	39,858	40,942	42,329	43,825	45,281
New Loans	1472	1,267	1,329	1,097	1,496	1,139	1,343	1,695	1,836	1,686	2,379
Closed Loans	216	173	248	184	187	293	280	333	363	245	314

1. Due to the size and complexity of this RFP, would HUD consider re-soliciting it as three separate RFPs: Loan Servicing, Business Support, and Customer Service?

   Response: No.

2. Due to the size and complexity of this RFP, would HUD remove the 8(a) set-aside?

   Response: No

3. Would HUD please disclose the name of the incumbent(s) currently performing these services and the contract number(s)?

   Response: Novad Management Consulting, contract number DU208WR-14-C-01

4. What is the address of the incumbent's facility?

   Response: 2401 NW 23rd St. Ste. 1A1 Oklahoma City, OK

5. Will the incumbent be required to attend training at the contractor's facilities? Will the contractor be required to travel to the incumbent's facilities?

   Response: Yes

6. Where does HUD anticipate the post award/kickoff conference will be located?

   Response: The post award conference will be conducted by teleconference.

7. Would HUD agree to hold all of the Status Meetings by webinar?

   Response: No

8. What dates does HUD anticipate awarding this contract?

   Response: HUD anticipates awarding this contract 30 days after receipt of proposals.

9. Page 117 of 140 lists the NAICS code of 531311 with the business size of $15.0 and the SF1449 has the NAICS code of 522390 with the business size of $20.5, would HUD please clarify?

   Response: Page 117 has been corrected with a NAICS code of 522390 with the business size of $20.5 Million.

10. Is there a conflict of interest with awarding this contract to a current M&M Contractor?

    Response: No.

11. 1.9 Special Qualifications for Key Personnel: Would HUD waive the CPA license for the Case Manager Qualifications? For the Title Attorney Qualifications does HUD expect to have a full-time licensed Attorney on staff?

    Response: HUD would not waive the CPA license for the Case Manager Qualifications. Yes, HUD expects the Title Attorney to be a full-time staff member.

12. 4.5 Contractor Personnel lists two Key Personnel yet 1.9 Special Qualifications lists 6 Key Personnel, would HUD please clarify?

    Response: 4.5 provides additional requirements for the Contract/Project Manager and alternate. 1.9 provides all of the required Key Personnel.

13. Would HUD consider releasing the Customer Relations/Servicing Guides now?

    Response: No.

14. Would HUD please provide an approximate number of fireproof file cabinets that need to be moved from the current incumbent's office to the new contractor's office?

    Response: There is one (1) fireproof file cabinet to be moved.

15. B.4 – CLIN's state that the actual cost of shipping files for record retention will be a pass-through expense yet in 5.1.6 it states that the delivering of the archived boxes will be at the Contractor's expense, would HUD please clarify?

    Response: Shipping costs to the National Servicing Center in Oklahoma City, Oklahoma for processing to the Federal Records Center in Ft. Worth, TX, in accordance with HUD

Handbook 2225.6 Rev-1 are reimbursable, but the costs of retrieving files from off-site storage, if the contractor chooses to use such facility, will not be reimbursed.

16. 5.4.3/5.4.4 Are the occupancy inspections at the contractor's expense?

    Response: No.

17. Has the Government made a decision on whether the contractor may use the delegation of authority via Federal Register Notice versus filing an LPOA?

    Response: A decision has not been made at this time.

18. What support from the current contractor (incumbent) will the new contractor receive during transition –in?

    Response: The incumbent contractor will work with the successor contractor to facilitate transition in conjunction with HUD. The incumbent will participate in specialized training.

19. Will the awardee be able to interview the current contractor's staff?

    Response: Yes.

20. How often will HUD conduct its performance evaluation as outlined on page 21 of 140? How often will the contractor be required to send the files selected for review by mail versus electronic file?

    Response: Quarterly

21. Can you provide current and historical volume of incoming customer service calls by month?

    Response:

Month	Total Calls Presented	Difference	% Increase/ Decrease
October 2015	16529	-846	-4.87%
November 2015	17320	791	4.79%
December 2015	16095	-1225	-7.07%
January 2016	16532	437	2.72%
February 2016	22757	6225	37.65%
March 2016	20001	-2756	-12.11%

April 2016	16514	-3487	-17.43%
May 2016	19279	2765	16.74%
June 2016	19151	-128	-0.66%
July 2016	17464	-1687	-8.81%
August 2016	20705	3241	18.56%
September 2016	19812	-893	-4.31%
October 2016	21412	1600	8.08%

22. How long do current customer service calls last on average?

    Response: Average duration time:
    HECM: 25 Minutes
    Spanish HECM: 31.7 Minutes

23. How many customer service representatives does the current contractor employ?

    Response: HUD will not be releasing this information.

24. 5.1.5 Is the contractor financially liable for reconstructing the file if the file is lost by the Government?

    Response: The Contractor shall account for all files placed in its custody by HUD, HUD's Former Contractor or a mortgage lender. If a file is lost, the Contractor shall be responsible and financially liable for reconstructing the file.

25. 5.4.4 Are the monthly inspections on all loans in a due and payable status (that are not in custodial care) interior inspections or occupancy inspections?

    Response: Occupancy inspections.

26. 5.7.9 How is a complaint on contractor's performance validated?

    Response: The GTR will retrieve all information surrounding the complaint and submit recommendation to Contracting Officer for final determination.

27. B2: CLINS 4, 8, 12, 16 and 20 are for transition out costs. If we are to provide pricing for these CLINS, why then the statement that transition out costs will be negotiated during the option period the transition will occur?

Response: Section B. CLINS 4, 8, 12, 16, and 20 states that those CLINS are reserved, so no pricing is required to be submitted.

28. 1.13: Please confirm: The Quality Control Plan is to be presented no later than 30 days from the post award conference yet the Project Management Plan and the continuity of Operations Plan are to be presented no later than 30 days from the effective date of the contract, correct?

    Response: Yes, the specified dates are correct as posted in the solicitation.

29. Are the services to be provided only for HECM loans or will servicing be required for other types of Secretary held loans?

    Response: HECM only.

30. If there are delays in GTR/GTM approval for payment of taxes, insurance, or HOA dues which resulted in penalties and late fees, is the contractor responsible for those fees?

    Response: If HUD delays are the sole reason for a penalty or late fee, the contractor will not be responsible for those fees.

31. If HUD requires the contractor to utilize specialized council (i.e. bankruptcy attorney) would those fees be considered a pass-through expense? Would associated travel also be considered a pass-through expense?

    Response: The contractor is prohibited from representing HUD.

32. How frequently can the contractor request pass-through reimbursements?

    Response: Reimbursements may be requested monthly along with the servicing invoice. A pass-through expense is not turned in as a reimbursable, but posted at a loan level.

33. Can line of credit be replaced with Certificate of Deposit in HUD's name?

    Response: No.

34. Do Key Personnel need to be based in OK?

Response: Yes.

35. Do all processes need to be performed in OK?

    Response: Yes.

36. Are cover pages and table of contents excluded from the page count?

    Response: Cover pages and table of contents are excluded from page count.

37. Is the required Proposal Matrix excluded from the page count?

    Response: Proposal Matrix is excluded from the page count.

38. RFP Sec. L.1.3 states that Letters of Commitment are required for all Key Personnel. Are offerors required to submit Letters of Commitment for all Key Personnel at the time of proposal submission?

    Response: Letter of Commitments for all key Personnel shall be submitted at the time of the proposal submission.

39. If offerors are required to submit Letters of Commitment at the time of proposal submission, will they be excluded from the page count?

    Response: Letters of Commitment will be excluded from the page count.

40. RFP Sec. L.1.4 says "As an attachment to the [past performance] chart, the offeror shall provide a narrative describing the past performance references that reflect the most relevance to the services being obtained…" Are Past Performance narratives excluded from the overall page count?

    Response: Past Performance narrative are excluded from the overall page count. Please keep narratives succinct.

41. RFP Sec. L.1.4 reads "If the offeror is proposing to subcontract […] more than 20% of the contract value, the offeror shall submit a separate chart and narrative described for past performance above, for the proposed Subcontractor(s)." How many total **Subcontractor** past performance references can offerors submit?

    Response: All relevant services performed in the 3 years prior to submission of proposal up to the 5-reference limit.

42. Are Subcontractor past performance references included in the 5-reference limit?

    Response: Prime and subcontractors each have a 5-reference limit.

43. Can offerors submit Subcontractor past performance references in addition to the 5 Prime contractor past performance references?

    Response: Yes. Section L.1.4 states, "If the offeror is proposing to subcontract (or use joint ventures/ partners, or other entities other than the prime Contractor to perform) more than 20% of the contract value, the offeror shall submit a separate chart and narrative described for past performance above, for the proposed subContractor(s).

44. Will Subcontractor past performance references carry equal weight (during evaluation) to Prime contractor past performance references?

    Response: Subcontract and Prime past performance is combined and evaluated in relevance to the requirement and then given a single rating.

45. RFP Sec. L states that proposals should use "not smaller than 12 point type font" (p. 123). Will the Government consider allowing offerors to use 10 point font in tables, charts, graphs?

    Response: Smaller font can be used for tables, charts, and graphs as long as it is still legible.

46. B.2 TRANSITION COSTS – 2nd paragraph – Page 1 of 140 - "CLINs 0004, 0010, 0013, and 0016 are not anticipated to be used unless the government does not unilaterally exercise the following option period. Are these CLINS correct?

    Response: The paragraph has been corrected to read CLINS 0004, 0008, 0012, 0016, and 0020.

47. B.3 CLINs 0003, 0007, 0011, 0015, and 0019 – 3rd paragraph – Page 1 of 140 - "..paragraph XXXX…" What is paragraph XXXX?

    Response: The paragraph has been correct to read:

    "In the month following acceptance of the service by the GTR, the Contractor may begin to invoice the Monthly Service Price in accordance with the requirements of SECTION G - Contract Administration Data HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE). (DEC 2012) Alternate II."

48. 1.13 Transition In - Phase Two - Welcome Letter - Page 15 of 140. Is the production and mailing of the Welcome Letter a Reimbursable expense?

Response: No.

49. 4 Contractor-Furnished Items and Services – Personnel – 4th sentence - Page 22 of 140. Is an IT Manager a Key Personnel? An IT Manager is referenced as a Key Personnel in the referenced section above but in section 1.9 Special Qualifications an IT Manager is not included.

    Response: Section 4.5 provides additional requirements for the Contract/Project Manager and alternate. 1.9 provides all of the required Key Personnel.

50. Specific Tasks – Section 5 – numerous locations - CLIN 105 Reference. Is "CLIN 105" a valid CLIN reference?

    Response: CLIN 105 has been changed to read "the servicing CLIN."

51. SECTION G - Contract Administration Data - HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE). (DEC 2012) Alternate II - (a) Payment Schedule - CLINS 0003, 0006, 0009, 00012, 0015 – Page 70 of 140. Are the referenced CLINS 0003, 0006, 0009, 00012, 0015 correct?

    Response: The paragraph has been correct to read as follows:

    CLINS 0003, 0007, 0011, 00015, 0019 – The contractor will submit an invoice for the referenced CLINS not later than the 5th business day of each month.

52. Will ALL checks go through treasury thus eliminating the need for physical checks to issued daily (Section 5.3.5)?

    Response: No, the contractor must have the capability to issue daily checks.

53. Will HUD give Contractor access to Social Security Death Index Search (Section 5.4.2.)?

    Response: No.

54. Will the Certified Mail Charge be charged to the borrower/loan since this is from a default event (Section 5.4.3)?

    Response: These letters are not required to be sent via Certified Mail.

55. Would the government considering increasing the page limit for Management Plan to 12 pages? Given the amount of information requested in this section, we think it would be beneficial for the government to see as much detail as possible (Section L.1.2).

    Response: No.

56. What is the minimum number of past performance references (RFP L.1.4, Paragraph 1, page 125)?

    Response: There is no minimum. We are asking for all relevant services performed in the 3 years prior to submission of proposal. It is up to the contractor do decide what work they have performed that is relevant to the solicitation.

57. Is the Proposal Matrix excluded from the stipulated page limits for Part I (RFP L.1, page 124)?

    Response: Yes, the proposal matrix is excluded from the stipulated page limits.

58. Provided that legibility is preserved, may an Offeror use a font size smaller than 12 point in tables, charts, graphics, and diagrams (RFP Section L.1, (e), (2), page 123)?

    Response: Smaller font can be used for tables, charts, and graphs as long as it is still legible.

59. Please clarify that HEMC was intended to be HECM (Cover Page, page 5).

    Response: The Cover page has been correct to read HECM.

60. The contractor shall regularly verify data in HERMIT, SMART OR ANY REPLACEMENT SYSTEM…' Will the government please clarify/quantify what constitutes 'regular verification' (RFP 1.2, page10)?

    Response: The contractor must verify data in any system being used to ensure accuracy. It is expected that this will occur continuously throughout the life of the contract.

61. When there are legislative or regulatory changes that significant impact the servicing requirements such as the MOE, how will it affect the fixed price contract (Ref. B.3 CLINs 0003, 0007, 0011, 0015, and 0019 Page 1 of 140)?

    Response: If after award the contractor believes that there are legislative or regulatory changes that significantly impact the servicing requirement, they should follow the steps dictated by FAR 52.212-4(d) Disputes- Contract Terms and Conditions—Commercial Items.

62. Is HUD defining expenses made on behalf of the borrower, to include Cashier's checks, release fees, FedEx, title, tax research (Ref. B.4. CLINs 0005, 0009, 0013, 0017, and 0021 Page 2 of 140)?

Response: For purposes of this section, HUD is referring to disbursements made to a third party from a borrower's available HECM loan funds as the result of a request for funds from the borrower, such as a property tax payment.

63. Are the One Time Reimbursable expenses to be included as transition costs or Reimbursables (B.4. One Time Reimbursables)?

    Response: Yes.

64. Please clarify with regard to HUD's intent for licensed software or proprietary software (3.3 Equipment- Systems Rights Page 20 of 140).

    Response: The Systems Rights paragraph has been removed from the solicitation.

65. Can you please clarify and provide an example of how a disincentive is calculated and the frequency of possible charges. Is the denominator monthly, quarterly, annual volumes (5.3 Accounting/Performance Standards/Disincentive Page 30 of 140)?

    Response:

Disincentive	# of Tasks Due in Quarter	# of Tasks In Compliance	% Tasks In Compliance	# of Tasks Out of Compliance	% Tasks Out of Compliance
0%	300	290-300	100 - 97%	0 - 10 tasks	0%-3%
1%	300	287-289	96%	11 - 13 tasks	4%
2%	300	284-286	95%	14 - 16 tasks	5%
3%	300	281-283	94%	17 - 19 tasks	6%
4%	300	278-280	93%	20 -22 tasks	7%
5%	300	275-277	92%	23 - 25 tasks	8%
6%	300	274 and less	91% and less	26 + tasks	9% +

$$\text{Disincentive}^* = \frac{(\text{\# of tasks in compliance})}{(\text{\# of tasks due in quarter})}$$

** Disincentive is rounded to the nearest whole percentage. i.e. 1.4% is rounded to 1% while 1.5% is rounded to 2%.*

66. Please provide Attachment 5 (RFP 123)

    Response: The Contract Pricing Proposal Format was provided as part of the original solicitation.

67. Will the Contractor be responsible for Asset Sales and if so in what capacity and if so, will costs associated with file retrievals from off site locations be reimbursed?

Response: Yes, the contractor will be responsible for Asset Sales, but the costs of retrieving files from off-site storage, if the contractor chooses to use such facility, will not be reimbursed.

68. Does the fixed monthly loan servicing cost of CLIN 003 change if the number of loans changes from the "approximately 650,000 active HECM loans" as indicated on page 10 of the RFP (1.2 Background)?

    Response: No, this is a flat fixed rate for servicing

69. These references are confusing as to hard copy submission vs. email submission. Can you please clarify whether this is an electronic/email submission or hard copy (Ref. Section L.HUDAR 2452.215-70 Proposal Content. (MAR 2016) Alternate I and Alternate II (a).(Page 122) / Section L.4(d) (Page 128) / Section L.3 (Page 127) /FBO Web Site notification for this solicitation dated 11/16/2016).

    Response: Section L.3 states: Please provide your proposal via email to Christopher.S.Stuart@hud.gov at the date and time specified in block 8 of the 1449.

70. Can you please clarify this requirement? How many total copies (original and reproduction) are required for Part II. If this is an electronic submission via email, please confirm the definition of original and copy with respect to electronic files (Ref. Section L.HUDAR 2452.215-70 Proposal Content. (MAR 2016) Alternate I and Alternate II (Page 122).

    Response: Response: Only 1 copy should be provided. Section L.3 states: Please provide your proposal via email to Christopher.S.Stuart@hud.gov at the date and time specified in block 8 of the 1449.