

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER RCS-HY-2026-00030		PAGE OF 1 107																																
2. CONTRACT NO.			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER			5. SOLICITATION NUMBER 86614126R00002		6. SOLICITATION ISSUE DATE 09/15/2026																													
7. FOR SOLICITATION INFORMATION CALL:			a. NAME CHRISTOPHER RODRIGUEZ			b. TELEPHONE NUMBER (No collect calls)			8. OFFER DUE DATE/LOCAL TIME 10/14/2026 1300 CT																														
9. ISSUED BY CODE HUD-NFNC US DEPARTMENT OF HUD OFFICE OF THE CHIEF PROCUREMENT OFFICER METCALFE FEDERAL BUILDING 77 WEST JACKSON BLVD ROOM 2517 CHICAGO IL 60604-3507					10. THIS ACQUISITION IS ☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ UNRESTRICTED OR ☒ SET ASIDE: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 541310 SIZE STANDARD: \$12.5																																		
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE			12. DISCOUNT TERMS			☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			13b. RATING No 14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP																														
15. DELIVER TO CODE					16. ADMINISTERED BY CODE HUD-NFNC US DEPARTMENT OF HUD OFFICE OF THE CHIEF PROCUREMENT OFFICER METCALFE FEDERAL BUILDING 77 WEST JACKSON BLVD ROOM 2517 CHICAGO IL 60604-3507																																		
17a. CONTRACTOR/ OFFEROR CODE			FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE																																		
TELEPHONE NO.					☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER																																		
					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM																																		
19. ITEM NO.												20. SCHEDULE OF SUPPLIES/SERVICES												21. QUANTITY				22. UNIT				23. UNIT PRICE				24. AMOUNT			
												Nationwide Multifamily Housing Construction Inspection Services Period of Performance: 02/01/2027 to 01/31/2032																											
												(Use Reverse and/or Attach Additional Sheets as Necessary)																											
25. ACCOUNTING AND APPROPRIATION DATA												26. TOTAL AWARD AMOUNT (For Govt. Use Only)																											
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.												☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.																											
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.												☐ 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:																											
30a. SIGNATURE OF OFFEROR/CONTRACTOR												31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)																											
30b. NAME AND TITLE OF SIGNER (Type or print)												30c. DATE SIGNED				31b. NAME OF CONTRACTING OFFICER (Type or print) TRAVIS L. SUTTON								31c. DATE SIGNED															

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

PART I – SF1449 Continuation

- 1. Description of Services:** The U.S. Department of Housing and Urban Development (HUD) Office of Multifamily Housing requires contractor support to conduct onsite inspections of new construction and substantial rehabilitation of multifamily housing projects and performing various inspection tasks. These services will provide HUD with the field/site data necessary to make informed decisions regarding the construction/rehabilitation phase of HUD multifamily mortgage insurance underwriting and capital advance programs.
- 2. Acquisition Strategy:** The Government is issuing this Request for Proposal (RFP) 86614126R00002 on SAM.gov with the intent to award a Firm-Fixed-Price (FFP)/Indefinite Delivery Indefinite Quantity (IDIQ) contract, in accordance with Revolutionary FAR Overhaul (RFO) 12/15/ as a small business set aside.

This is a notice that this order is a total set-aside for small business concerns. Only proposals submitted by small business concerns will be accepted by the Government. Any quote that is submitted by a contractor that is not [insert either “a small business concern” or specify a subset of small business concern] will not be considered for award.

- 3. Services:** The Contractor shall provide services in accordance with the attached Performance Work Statement (PWS), Contract Line-Item Numbers (CLINs), terms and conditions.
- 4. NAICS Code:** 541310
- 5. Product Service Code (PSC):** C219
- 6. Period of Performance:** This contract will consist of one (1) Base Period: 02/01/2027 – 01/31/2032.
- 7. Contract type:** Firm-Fixed-Price (FFP)/Multiple-Award Indefinite Delivery Indefinite Quantity (IDIQ). The government anticipates awarding up to three FFP Multiple-Award IDIQ contract(s) for each of the five (5) regions but reserves the right to combine regions into one contract award if one contractor receives an award for more than one region or expand or reduce the size of a geographic region under an awarded contract. Submitting a proposal for all regions is not required. The government will reject any regional proposal that proposes to only partially perform in the entire region.

The resulting contracts will establish the terms, conditions, unit prices, ordering procedures, and maximum ordering limitations applicable to future orders for the required services. The contracts are not intended to constitute a FAR Part 17 multi-year contract or a commitment by the Government to acquire the estimated requirements for each fiscal year of the ordering period.

The ordering period may extend across multiple fiscal years. The existence of an ordering period that spans multiple fiscal years does not constitute a Government commitment to acquire services in each fiscal year.

Except for the Guaranteed Minimum stated in the contract, the Government does not guarantee that any particular quantity, dollar value, or level of services will be ordered during any fiscal year or during the ordering period.

Individual orders will be issued only when the Government has a bona fide requirement and appropriate funding is available. Each order will be separately funded in accordance with applicable fiscal law and the terms of the resulting contract.

ORDERING PERIOD

The ordering period is established solely to provide the Government with a vehicle for placing orders when requirements arise. The Government does not obligate itself at IDIQ award to purchase the Best Estimated Quantities (BEQs), historical demand quantities, or any other estimated future requirements identified in this Solicitation.

The Government may issue no orders or may issue orders in quantities or at times different from the estimates contained in this Solicitation, subject only to the Government's contractual obligations, including the Guaranteed Minimum.

The expiration of the ordering period does not constitute a cancellation of a multiyear commitment because the Government is not making a multiyear procurement commitment under this contract.

ORDERING

Orders shall be issued only by authorized Government personnel in accordance with the Ordering Procedures clause. An order transmitted electronically by an authorized Contracting Officer, including by email when expressly authorized by the Ordering Procedures clause, shall constitute the Government's issuance of the task order.

IDIQ Contract Minimum and Maximum

Master IDIQ:

- Guaranteed minimum: \$133,000

- IDIQ maximum ceiling: \$37,000,000

For each awarded IDIQ contract:

- Guaranteed Minimum Per Region:
 - Northeast Region: \$23,000
 - Southeast Region: \$25,000
 - Southwest Region: \$45,000
 - West Region: \$30,000
 - Midwest Region: \$10,000
- Maximum IDIQ Ceiling Per Region:
 - Northeast Region: \$6,409,000
 - Southeast Region: \$8,094,000
 - Southwest Region: \$11,818,000
 - West Region: \$8,286,000
 - Midwest Region: \$2,354,000

The guaranteed minimum is the Government's minimum contractual obligation under the IDIQ contract. The maximum IDIQ ceiling is the maximum aggregate quantity/value that may be ordered under the contract, unless otherwise expressly authorized by the contract.

Task-Order Limitations

The minimum and maximum order limitations stated in FAR 52.216-19, as completed in this solicitation, apply to individual task orders and are separate from the guaranteed minimum and maximum ceiling of the IDIQ contract.

8. Place of performance:

LOCATION OF REGIONS AND FEDERAL HOUSING ADMINISTRATION ZONES

The contractor must perform the services (i.e., projects) in the following MF Housing (MFH) Region: *** To Be Determined (TBD) at Time of Award ***

Northeast Region (by FHA zone):

Washington D.C (000) and 13 States: Connecticut (017), Delaware (032), Maine (022), Massachusetts (023), Maryland (052), New Hampshire (024), New Jersey - North (031) and South (035), New York - Buffalo (014) and New York City (012), Pennsylvania - East (034) and West (033), Rhode Island (016), Vermont (026), Virginia (051), and West Virginia (045).

Southeast Region (by FHA zone):

Puerto Rico (056) and 8 States: Alabama (062), Florida - North (063), Central (067), and South (066), Georgia (061), Kentucky (083), Mississippi (065), North Carolina (053), South Carolina (054), and Tennessee - Knoxville (087), Memphis (081), Nashville (086).

Midwest Region (by FHA zone):

6 States: Illinois - Chicago (071) and Springfield (072), Indiana (073), Michigan - Detroit (044), Grand Rapids (047), and Flint (048), Minnesota (092), Ohio - Cleveland (042), Columbus (043) and Cincinnati (046), and Wisconsin (075).

Southwest Region (by FHA zone):

9 States: Arkansas (082), Iowa (074), Kansas (102), Louisiana (064), Missouri - East (085) and West (084), Nebraska (103), New Mexico (116), Oklahoma - East (118) and West (117), and Texas - Fort Worth (113), Houston (114), and San Antonio (115).

West Region (by FHA zone):

14 States: Alaska (176), Arizona (123), California - Los Angeles (122), Riverside (143), San Diego (129), San Francisco (121) and Northern California (136), Colorado (101), Hawaii (140), Idaho (124), Montana (093), Nevada (125), North Dakota (094), Oregon (126), South Dakota (091), Utah (105), Washington - Spokane (171) and Seattle (127), and Wyoming (109).

9. On-ramp/off-ramp provisions

a. ON-RAMP PROCEDURES

The Government may conduct an on-ramp during the ordering period when the Contracting Officer determines that additional contract holders are necessary or advantageous to meet Government requirements, increase competition, increase the availability of qualified small businesses, or otherwise support the Government's mission.

Any on-ramp competition will be conducted pursuant to a new solicitation or other lawful competitive procedure and will use evaluation criteria and material contract terms consistent with the requirements established for the existing contract vehicle, to the maximum extent permitted by applicable law and regulation.

An on-ramp award will not extend the ordering period of the existing contract.

The Government does not guarantee that an on-ramp will be conducted or that any additional contract will be awarded.

b. OFF-RAMP PROCEDURES

The Government may remove a Contractor from the active ordering pool or decline to continue the Contractor's participation in a subsequent ordering period when authorized by the contract and applicable law.

Potential grounds for off-ramping may include, but are not limited to:

1. Failure to submit a proposal in response to multiple task-order solicitations when the Contractor was eligible and required to participate;
2. Failure to receive an order during a specified evaluation period, when the solicitation or contract expressly establishes such criterion;
3. Failure to satisfy material contract performance requirements;
4. Repeated failure to satisfy required deliverables or quality standards;
5. Failure to maintain required eligibility or representations; and
6. Other objective criteria expressly identified in the contract.

In evaluating whether off-ramping is appropriate, the Government will give priority consideration to relevant past performance on earlier orders under the contract, consistent with applicable law and the evaluation methodology stated in the contract.

Off-ramping will not be based solely on a Contractor's failure to receive an order unless the solicitation expressly identifies such failure as an off-ramp criterion and the criterion is applied consistently.

c. TEAMING ARRANGEMENTS

After award, a Contractor may not add, remove, or substitute team members in a manner that materially changes the basis on which the Government evaluated the Contractor's proposal unless such change is permitted by the contract and applicable law and is approved by the Contracting Officer.

Nothing in this provision authorizes a Contractor to modify its post-award teaming arrangement in a manner that circumvents the competition requirements applicable to the contract.

10. **Questions:** Questions shall be submitted electronically via email with subject line **FOUO\INFO: Solicitation 86614126R00002 Technical Question** to CO Travis Sutton at Travis.L.Sutton@hud.gov, CS Christopher Rodriguez Christopher.J.Rodriguez@hud.gov on or before September 29, 2026, at 1:00PM Central Standard Time. Responses to technical questions will be posted as an amendment to this notice.
11. **Proposal Submission:** Proposals shall be submitted electronically via email with subject line **FOUO\INFO: Solicitation 86614126R00002 – (Insert Company Name and Region)** to CO Travis Sutton at Travis.L.Sutton@hud.gov, Christopher Rodriguez at Christopher.J.Rodriguez@hud.gov on or before the closing date of October 14, 2026, at 1:00PM Central Standard Time.

Email Submission Size Limitation: Email messages and attachments submitted to HUD shall comply with HUD's maximum email message/file size limitation of **28 megabytes (MBs)**. If a proposal submission exceeds this limitation, the Offeror shall use additional emails. Offerors are responsible for ensuring timely receipt of their complete proposal in accordance with the submission instructions.

Alternate proposals: The solicitation does not authorize offerors to propose alternative terms and conditions or line items. Such alternate proposals will be considered non-compliant / non-conforming, technically unacceptable, and ineligible for award. Alternate proposals will not be evaluated. Alternate proposals will be eliminated and not further evaluated.

12. HUD Contacts:

Contracting Officer: Travis Sutton Travis.L.Sutton@hud.gov

Contract Specialist: Christopher Rodriguez at Christopher.J.Rodriguez@hud.gov

Part II – Contract Clauses

RFO 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):

Revolutionary FAR Overhaul (RFO): <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide>

HUDAR: https://www.hud.gov/program_offices/cpo/hudar

<u>RFO CLAUSES</u>	<u>TITLE</u>	<u>DATE</u>
52.203-3	GRATUITIES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALT I	NOV 2021
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	NOV 2025
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	NOV 2025
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	NOV 2025
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	NOV 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2025
52.212-4	TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2025
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2025
52.219-13	NOTICE OF SET-ASIDE OF ORDERS	MAR 2020
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION	NOV 2025
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	NOV 2025
52.222-3	CONVICT LABOR	NOV 2025

52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES.	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	NOV 2025
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS).	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	NOV 2025
52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS.	APR 2026
52.223-5	POLLUTION PREVENTION & RIGHT-TO-KNOW INFORMATION	MAY 2024
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING.	MAY 2024
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	DEC 2017
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	NOV 2025
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	NOV 2025
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS	NOV 2025
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	DEVIATION DATE
52.245-1	GOVERNMENT PROPERTY	SEP 2021
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC 2014

52.253-1	COMPUTER GENERATED FORMS	JAN 1991
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HUDAR CLAUSES	TITLE	DATE
2452.203-70	PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES	APR 2019
2452.208-71	REPRODUCTION OF REPORTS	APR 2019
2452.222-70	ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES	FEB 2006
2452.246-70	INSPECTION AND ACCEPTANCE	APR 2019

FULL TEXT CLAUSES

RFO 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. ALTERNATE III (NOV 2025) AND ALTERNATE IV (NOV 2025)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

(1) The contractor must show the application of their proposed mathematical formulas used for the unit prices. The mathematical break down of the total unit price must reflect labor categories, labor rates, number of hours for tasks, materials, and any other costs (separate travel effort from the task effort) that make up the bottom-line price and necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.

(2) An offeror must describe the pricing sources, facts, judgmental factors, assumptions and rationale used for developing the inputs into the mathematical formulas.

(3) The pricing data and supporting information should be sufficient for an adequate evaluation and support the contractor's technical approach, such as location of qualified personnel in relation to travel effort and costs. The contractor must provide access to records necessary to permit the government to perform an adequate price analysis, and to support proposed unit prices.

(c) Submit the cost portion of the proposal via the following electronic media:

electronic media using current commercial software. The contractor must show the application of their proposed mathematical formulas used for the unit prices in an excel

workbook. The contractor may use either word or a pdf for supporting narrative not included in the excel workbook.

(End of clause)

RFO 52.216-18 ORDERING. (AUG 2020)

a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **[regional contract effective date] through [regional ordering-period expiration date]**.

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

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail, the Government deposits the order in the mail;

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

(3) If sent electronically, the Government either—

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

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

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

The current RFO 52.216-18 itself calls for the Government to insert the dates during which orders may be issued; it does not itself establish a 30-day reduction from the contract expiration date.

(End of clause)

RFO 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **the quantity for the applicable awarded contract region(s) in the table below,**

Region	Northeast	Southeast	Southwest	West	Midwest
Minimum Quantity	24	36	48	24	12

the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of **the quantity for the applicable awarded contract region(s) in the table below;**

Region	Northeast	Southeast	Southwest	West	Midwest
Maximum Quantity	6,730	8,496	12,346	6,726	2,788

(2) Any order for a combination of items in excess of **the quantity for the applicable awarded contract region(s) in the table below;**

Region	Northeast	Southeast	Southwest	West	Midwest
Maximum Quantity	6,730	8,496	12,346	6,726	2,788

or

(3) A series of orders from the same ordering office within 270 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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

(e) IDIQ Minimum Guarantee Requirement

(1) MINIMUM GUARANTEE

The Government guarantees a minimum ordering amount under this Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract. The Government's minimum obligation to each awarded Contractor shall be: **One (1) Construction inspection services or preconstruction meetings, as applicable, at the awarded Contractor's firm-fixed unit price for the applicable region.**

The minimum guarantee represents the Government's minimum contractual obligation under the IDIQ contract and constitutes consideration for the Contractor's acceptance of the

contract. The Government is not obligated to issue additional orders beyond the minimum guarantee amount.

The minimum guarantee shall be satisfied through issuance of an individual task order or delivery order, as applicable, during the ordering period. If the Government does not issue orders sufficient to meet the minimum guarantee during the contract ordering period, the Contractor's sole remedy shall be limited to payment of the minimum guaranteed amount.

The Government's minimum guarantee does not represent an estimate of anticipated workload and does not limit the Government's ability to order services up to the maximum ordering limitations established in this contract.

(2) ORDERING LIMITATIONS

The Government estimates that it will order services based upon historical inspection demand and the Best Estimated Quantities (BEQs) identified in the Schedule. The BEQs are estimates only and do not obligate the Government to order the estimated quantities.

The minimum and maximum ordering limitations apply to the total quantity of services ordered under this contract. The Government may order any quantity of services between the established minimum guarantee and maximum ordering limitation, subject to the availability of funds and the terms and conditions of this contract.

The Government may issue orders requiring delivery to multiple locations or performance throughout the geographic regions identified in the Schedule.

(End of clause)

RFO 52.216-22 INDEFINITE QUANTITY. (NOV 2025) Alternate II

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Government may issue an order before expiration of the ordering period that requires performance to continue after expiration of the ordering period. The Contractor shall perform

such order in accordance with its terms through completion, subject to the maximum period of performance specified in this contract.

(e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after seven (7) days of a final inspection that was performed within either 1) the contract period of performance, or 2) any extended period of performance under clause 52.217-8 OPTION TO EXTEND SERVICES.

(f) The Government may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the contractor receives the notice of cancellation. No further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

(g) The Contractor may request to cancel this contract by submitting a written cancellation request to the contracting officer. The cancellation will take effect 30 calendar days after the Government receives the cancellation request, unless the contracting officer informs the contractor, before cancellation is effective, that cancellation is not approved. A contractor who requests cancellation is not eligible for the minimum guarantee. If cancelled, no further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

(End of clause)

RFO 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN. (SEP 2019)

(a) In accordance with [41 U.S.C. 4106\(g\)](#), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders consistent with the procedures in the contract.

Akinsola Ajayi

Acting Deputy Chief Procurement Officer

**U.S. Department of Housing and Urban Development, 451 7th Street SW, Washington DC
20410**

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor,

the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

RFO 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 because of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no later than 10 days prior to the expiration of the contract.

(End of Clause)

RFO 52.219-14 LIMITATIONS ON SUBCONTRACTING. (NOV 2025)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[Contracting Officer check as appropriate.]

☐ By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of

the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

RFO 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1 and Chapter 24) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1 and Chapter 24) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ACQUISITION
REGULATION (HUDAR) CLAUSES**

**HUDAR 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 *30 days* from the date of receipt of the Contracting Officer's request made pursuant to paragraph (b)(6) of this clause. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a request submitted before final payment of the contract.

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

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

(End of clause)

HUDAR 2452.209-71 LIMITATION ON FUTURE CONTRACTS. (FEB 2000)

(a) The Contracting Officer has determined that this contract may give rise to potential organizational conflicts of interest as defined at RFO 9.5.

(b) The nature of the potential conflict of interest is

The contractor, subcontractor (including consultants), or any of their employees, must not have any financial interests, direct or indirect, with any HUD multifamily (MF) property assigned to this contract.

- A contractor or subcontractor (including consultants) firm, or current or former employees, shall not perform any inspections or service required under this contract for any projects, except as provided in 36.209, if they participated in:
 - Any construction work on an assigned project;
 - Any design of the construction project;
 - Serving as the Supervisory Architect on the assigned project.
- The contractor must not enter into a situation or subcontract with any entity where there exists an identity-of-interest. Identity-of-interest means any relationship (generally based on family ties and/or financial interests) that exists which could give raise to a presumption that the parties to the transaction may not operate at arms-length in establishing the cost or the acceptability of the service to be provided. For example, the contractor is prohibited from inspecting a project that was developed or designed by a family member. Identity-of-interest may exist with a contractor or subcontractor (including consultant), who provides Construction or Architectural services for a property owner, even when property is not assigned as a project under this contract.
- The Contractor shall not employ or subcontract with any person who is a current or former civilian employee of the U.S. Government if the employment of that person would create a conflict of interest, an appearance of any conflict, or otherwise conflict with Department restrictions.

(c) If the contractor, under the terms of this contract or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under any ensuing HUD contract.

(d) Other restrictions –

The contractor's Quality Control Plan must define their Conflict of Interest (COI) screening procedures for project assignments and potential COI issues with their firm, employees, and subcontractor firms (including consultants) and their employees. The COI screening procedures must reveal any potential conflict within three business days of assignment of a project. If a potential or actual COI is identified, the contractor must notify the Contracting Officer (CO), Contracting Officer Representative (COR), and Subordinate COR (SCOR), in writing within three business days of assignment of a project and comply with paragraph (b) of contract clause 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. The HUD Office of Counsel must approve assignment to any person who is a current or former civilian employee of the U.S. Government.

(e) The restrictions imposed by this clause shall remain in effect until the latter of either 1) the end of the contract or task order period of performance, or 2) the completion of an assigned construction project.

(End of clause)

HUDAR 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1984)

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

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

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

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

(End of clause)

HUDAR 2452.216-76 MINIMUM AND MAXIMUM QUANTITIES OR AMOUNTS FOR ORDER.

(a) The minimum quantity or amount to be ordered under this contract shall not be less than the units identified in the in the table below, specific to the region(s) for the awarded regional contract.

Regional Contract, Minimum Order Quantities.

Region	Northeast	Southeast	Southwest	West	Midwest
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Minimum Quantity	24	36	48	24	12
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(b) The maximum quantity or amount to be ordered under this contract shall not exceed the units identified in the in the table below, specific to the region(s) for the awarded regional contract.

Regional Contract, Maximum Order Quantities.

Region	Northeast	Southeast	Southwest	West	Midwest
Maximum Quantity	6,730	8,496	12,346	6,726	2,788

INCENTIVE/DISINCENTIVE TO INCREASE/DECREASE THE GEOGRAPHIC SERVICE AREA

(a) **Purpose.** The Government established geographic service areas under this contract to ensure timely and effective delivery of construction inspection services supporting HUD Multifamily Housing programs. The Government may adjust geographic responsibility during the contract ordering period to address workload requirements, contractor capability, performance considerations, funding limitations, or other mission requirements.

(b) **Geographic Expansion.** The Government may increase a Contractor's geographic service area when the Contractor demonstrates the capability, capacity, staffing, and performance history necessary to support additional geographic areas. In determining whether to expand a Contractor's geographic responsibility, the Government may consider quality of performance, responsiveness, inspection timeliness, staffing availability, past performance, and the Government's operational needs.

(c) **Geographic Reduction.** The Government may reduce a Contractor's geographic service area when necessary to ensure mission requirements are achieved. Factors supporting geographic reduction may include, but are not limited to, unacceptable performance, insufficient staffing, inability to meet required response times, workload balancing, funding limitations, or other circumstances determined by the Contracting Officer to be in the Government's best interest.

(d) **Contract Modification.** Any increase or decrease in geographic responsibility shall be implemented through a bilateral contract modification. Geographic realignment contemplated by this clause is within the general scope of this contract when performed in accordance with the solicitation requirements and resulting contract terms.

(e) **Quantity Limitations.** Geographic realignment shall not increase the contract maximum quantity, minimum guarantee, or contract ceiling unless otherwise authorized by applicable procurement law and regulation.

(f) **Existing Assignments.** Inspection assignments issued prior to the effective date of a geographic realignment modification shall remain the responsibility of the Contractor unless otherwise directed by the Contracting Officer in accordance with applicable contract termination or reassignment authority.

(End of clause)

HUDAR 2452.216-78 ORDERING PROCEDURES. (FEB 2006) - ALTERNATE II (FEB 2006)

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

(b) This contract provides for the issuance of task orders on a negotiated basis as follows:

(1) The Contracting Officer will provide the contractor(s) with a statement of work or *task description*. The contractor(s) shall provide pricing and other information requested by the Contracting Officer (e.g., proposed staffing, plan for completing the task, etc.) within the time period specified by the Contracting Officer. Failure by any contractor to provide all the requested information on time may result in the contractor not being considered or selected for issuance of the order.

(i) At a minimum, the contractor shall provide an updated statement of qualifications and performance data on a Technical Proposal, 90 calendar days prior to the beginning of Year 1, Year 2, Year 3, and Year 4 ordering periods.

(ii) Competition of task orders will occur between the three contract awards within each region, if three awards are made, except if a fair opportunity exception exists, or if an awardee's contract exceeds its contract ceiling.

(iv) If no exception to the fair opportunity process exists, (i.e., logical follow-on, does not exceed micro-purchase threshold, to satisfy the minimum) then the contracting officer will use the procedures according to RFO 16.506 and 16.507, "Orders under multiple award schedules." The government must justify exceptions to fair opportunity, as required in RFO 16.507-6 (d). Whether or not using fair opportunity, the negotiation instructions may provide specific instructions and additional terms and conditions.

(A) At a minimum, within 90 calendar days for an unplanned action or prior to the beginning of Year 1, Year 2, Year 3 and Year 4 ordering periods, the government will give each regional vendor an opportunity to submit further discounted prices for tasked work. The contractor must submit transparent pricing and other supporting pricing data to ensure compliance with professional compensation requirements in 29 CFR 541. In no case, may a contractor's proposed task order pricing exceed an already agreed to contract price.

(B) If necessary, the government may provide an opportunity to increase a highly qualified ranking from other regional contractors, using one or more of the

factors in this solicitation. The highly qualified ranking technical factors for evaluation considerations are the same as those included in the original notice for interested vendors: professional qualifications, specialized experience, past performance, location in general geographical area, capacity to complete in time, and conflicts of interest.

(C) As stated in the schedule, the government may exclude from award consideration tasks in geographic regions related to a contractor's past performance issues. The government will justify exclusion under RFO 16.507-6 (b) (2) if paragraph (1) (ii) of this clause does not apply.

(iv) After a Task Order is issued by a CO, the contract level COR may issue work orders on at least a monthly basis, preferably by the end of each month, along with a work order Spread Sheet (SS). The work order spreadsheet will identify a project. A work order Project Description or Lenders Note will provide further details, such as:

- Project Name and FHA Project Number
- Address
- Type of Facility, Number of dwelling units, number of buildings, and number of stories
- Section of the Act
- Type of project and type of inspection
- Foundation and Structural System
- Schedule Construction Period
- Identification of Project Owner, Designer, Builder, and Supervisory Architect
- Contact information.

(2) The Contracting Officer may require the contractor(s) to present and/or discuss (see (3) below) the proposed task order terms orally. The Contracting Officer will provide the contractor(s) with guidance on the format, location, and duration of any presentations.

(3) The Contracting Officer may discuss the proposed task order terms with the contractor(s) to ensure mutual understanding of the contractor(s)'s technical approach and/or costs or price and/or to reach mutually acceptable final terms for the task order. If more than one contractor is being considered for the task order, any discussions will be held individually with each contractor.

(4) The task order shall be executed by the contractor and the Contracting Officer.

(End of clause)

HUDAR 2452.227-70 GOVERNMENT INFORMATION. (DEC 2012)

(a) Definitions. As used in this clause,

"Government information" includes—

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

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

(b) Information Management and Information Security.

- (1) The Contractor shall manage, account for, and secure all Government information provided or acquired by the contractor. The Contractor shall be responsible for all Government information provided to its subcontractors. The Contractor agrees to include a requirement in each subcontract under this contract that flows down the protection from disclosure requirements.
- (2) The Contractor's responsibility for Government information extends from the initial provision or acquisition and receipt of information, through stewardship, custody, and use until returned to, or otherwise disposed of, as directed by the Contracting Officer. This requirement applies to all Government information under the Contractor's accountability, stewardship, possession or control, including its subcontractors.

(c) Use of Government information.

- (1) The Contractor shall not use any information provided or acquired under this contract for any purpose other than in the performance of this contract.
- (2) The Contractor shall not modify or alter the Government information, unless authorized in writing, in advance, by the Contracting Officer.

(d) Government-furnished information.

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

Description	Date to be Provided
-------------	---------------------

[Contracting Officer insert]

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

- (i) The Government does not warrant the validity or accuracy of the Government-furnished information unless otherwise noted.
- (ii) In the event that information received by the Contractor is not in a condition suitable for its intended use, the Contractor shall immediately notify the Contracting Officer in writing. Upon receipt of the Contractor's notification, the Contracting Officer shall advise the Contractor on a course of action to remedy the problem.
- (iii) If either the failure of the Government to provide information to the Contractor by the dates shown in this clause or the remedial action taken under this clause to correct defective information causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Contracting Officer shall consider an equitable adjustment to the contract. The Contractor shall provide to the Contracting Officer its written statement describing the general nature and amount of the equitable adjustment proposal within 30 days after the remedial action described in paragraph (ii) herein is completed, or within 30 days after the date upon which the Government failed to provide information, unless the Contracting Officer extends this period.

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

- (A) Increase or decrease the amount of Government-furnished information under this contract;
- (B) Substitute other Government-furnished information for the information previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or
- (C) Withdraw authority to use the information.

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

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

"Rights in Data" clause contained in this contract.

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

(g) Contractor liability for Government information.

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

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

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

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

(i) Return of Government information to the Government.

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

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

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

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

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

- (1) Any delay in delivery of Government-furnished information.
- (2) Delivery of Government-furnished information in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished information.
- (4) Failure to correct or replace Government information for which the Government is responsible.

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

(End of clause)

Alternate I. When the contracting officer determines that the failure to return Government information as provided for in paragraph (i) of this clause shall result in a monetary damage to the Government, the contracting officer shall include the following additional paragraph (i)(5) of this clause. The contracting officer shall consult the requiring activity to determine an amount or percentage that accurately reflects the damages to the Government.

(5) In the event of Contractor delay in returning the Government Information to the Government, for each calendar day late, the Contracting Officer has the discretion to deduct _____ [Contracting Officer insert dollar amount or percentage] from the total value of the contract, and/or withhold payment from the Contractor.

HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (DEVIATION MAY 2017) - ALTERNATE II (OCT 2021)

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

(Contracting Officer insert schedule information):

Partial payment number	Applicable contract deliverable	Delivery date	Payment amount

1. []			
2. []			
3. []			

(Continue as necessary)

(b) Submission of invoices. (1) The Contractor shall obtain access and submit invoices to the Department of Treasury Bureau of Fiscal Services' Invoice Platform Processing System via the Web at URL: <https://arc.fiscal.treasury.gov/ipp/fsippqrg.htm> in accordance with the instructions on the website. To constitute a proper invoice, the invoice must include all items required by the RFO 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).

(c) Contractor remittance information. The contractor shall provide the payment office with all information required by other payment clauses or other supplemental information (e.g., contracts for commercial services) contained in this contract.

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

(End of clause)

HUDAR 2452.232-72 LIMITATION OF GOVERNMENT'S OBLIGATION (DEC 2012)

(a) Funds are not available for full funding of all contract line items under this contract. The incrementally funded line items and their anticipated funding schedule are as follows:

Contract line item number	Total price	Amount of current funding	Anticipated date(s) of future funding

The contracting officer will revise this table as funds are allotted to the contract.

- (b) For the incrementally funded line item(s) in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract for these contract line items. The Contractor is not authorized to continue work on the incrementally funded line item(s) beyond that point. The Government will in no event be obligated to reimburse the Contractor in excess of the amount allotted to the contract for the incrementally funded line item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience of applicable line item(s) includes costs, profit, and estimated termination settlement costs for those line item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least **90 days** prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable line item(s). This notification will state: the estimated date when that point will be reached; and an estimate of the amount of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause (or to another mutually agreed-upon date). The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the line item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed-upon date, the Contracting Officer will terminate any line item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government ."
- (d) When additional funds are allotted for continued performance of the incrementally funded line item(s), the parties will agree to the period of contract performance covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed-upon date(s), and the contract will be modified accordingly.
- (e) If the Contractor incurs additional costs or is delayed in the performance of the work under this contract solely by reason of the failure of the Government to allot additional funds in amounts sufficient for timely performance of the incrementally funded line item(s), and then additional funds are allotted, an equitable adjustment will be made in the line item price(s) or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be considered a dispute subject to the "Disputes" clause in this contract.

(f) The Government may allot additional funds for the performance of the incrementally funded line item(s) at any time prior to termination.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the incrementally funded line item(s) and will no longer apply once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(End of clause)

HUDAR 2452.232-73 CONSTRUCTIVE ACCEPTANCE PERIOD (DEC 2012)

As authorized by FAR 32.908(c)(1), the constructive acceptance period in paragraph (a)(5)(i) of the clause at FAR 52.232-25, "Prompt Payment," under this contract is 30 calendar days.

(End of clause)

HUDAR 2452.237-70 KEY PERSONNEL (FEB 2006)

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

Key Personnel	Name
Project Manager	
Alternate Project Manager	
Construction Inspector	
Construction Inspector	
Construction Inspector	
Construction Inspector	

Construction Inspector	
Construction Inspector	
Construction Inspector	

(End of Clause)

HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (APRIL 2019)

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

(b) The COR for liaison with the Contractor as to the conduct of work is:

Primary COR(s): TBD

Southeast Subordinate COR (SCOR): TBD

Southwest Subordinate COR (SCOR): TBD

Northeast Subordinate COR (SCOR): TBD

West Subordinate COR (SCOR): TBD

Midwest Subordinate COR (SCOR): TBD

or a successor designated by the Contracting Officer.

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

- (1) Causes the Contractor to perform work outside the statement of work or specifications of the contract;
- (2) Constitutes a change as defined in FAR 52.243-1;
- (3) Causes an increase or decrease in the cost of the contract;
- (4) Alters the period of performance or delivery dates; or
- (5) Changes any of the other express terms or conditions of the contract.

(d) The COR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five (5) calendar days after oral issuance. The COR may issue such guidance via telephone, facsimile (fax), or electronic mail.

(e) Other specific limitations:

Only the primary Contract-level COR may issue work orders in accordance with 2452.216-78 ORDERING PROCEDURES. (FEB 2006) - ALTERNATE I (FEB 2006).

The Contract-level COR is responsible for payment of invoices. The TO SCORs may authorize payment if the contract level COR is unavailable.

The SME SCORs duties are limited to reviewing technical deliverables.

(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) of this clause.

(End of clause)

HUDAR 2452.237-79 POST AWARD CONFERENCE (MAR 2016) ALTERNATE I (MAR 2016)

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

(End of clause)

HUDAR 2452.237-83 ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION (CUI). (APRIL 2019)

(a) For the sole purpose of performing work required under this contract, the contracting officer may grant the contractor – including contractor employees, subcontractors, and subcontractor employees – access to controlled unclassified information (“CUI”).

(b) CUI:

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

(2) Is not available to the general public;

(3) May include:

(A) Government acquisition-sensitive information, including source selection information as defined at section 2.101 of the Federal Acquisition Regulation (48 CFR Chapter 1); contractor bid or proposal information;

(B) Information contained in individual contracts that is not public information and such contract information that is contained in Government databases; proprietary economic, financial, or business information (*e.g.*, salary information) provided to the Government by other parties (*e.g.*, other contractors) or belonging to HUD;

(C) Personally identifiable information (PII) that includes, but is not limited to social security numbers, names, dates of birth, places of birth, parents' names, credit card numbers, applications for entitlements, and information relating to a person's private financial, income, employment, and tax records; and

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

(4) May exist in various physical media (*e.g.*, paper, electronic file, audio or video disc) or be transmitted orally, may be developed under or pre-exist any related contract, and may be in its original form or a derivative form (*i.e.*, where the information has been included in contractor-generated work, or where it is discernible from materials incorporating or based upon such information).

(c) As a prior condition to being provided access to any CUI, each contractor or subcontractor employee shall execute the nondisclosure agreement in attachment # 4 to this contract and deliver the executed agreement to the contracting officer.

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

(e) The contractor's failure to comply with any part of this clause or with the terms of the required nondisclosure agreements may result in the termination of this contract for default.

(End of clause)

HUDAR 2452.239-70 ACCESS TO HUD SYSTEMS (APRIL 2019)

(a) Definitions: As used in this clause -

“Access” means the ability to obtain, view, read, modify, delete, and/or otherwise make use of information resources.

“Application” means the use of information resources (information and information technology) to satisfy a specific set of user requirements (see OMB Circular A-130).

“Contract” means any authorized contractual instrument, including but not restricted to task orders, purchase orders, Blanket Purchase Agreement calls, etc.

“Contractor employee” means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

“Mission-critical system” means an information technology or telecommunications system used or operated by HUD or by a HUD contractor, or organization on behalf of HUD, that processes any information, the loss, misuse, disclosure, or unauthorized access to, or modification of which would have a debilitating impact on the mission of the agency.

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

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

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

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

(b) General.

(1) The performance of this contract requires contractor employees to have access to a HUD system or systems. All such employees who do not already possess a current PIV Card acceptable to HUD shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior to being permitted access to any such system in performance of this contract. HUD may accept a PIV Card issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to any HUD system without a PIV Card.

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

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

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

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

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

(d) Background investigation process.

(1) The Contracting Officer's Representative (COR) shall notify the contractor of those contractor employee positions requiring background investigations.

(i) For each contractor employee requiring access to HUD information systems, the contractor shall submit the following properly completed forms: Electronic Standard Form (SF) 85, "Questionnaire for Non-sensitive Positions" via e-QIP, completed USAccess enrollment (electronic fingerprinting) and Optional Form (OF) 306 (Items 1 thru 17). The SF-85 and OF-306 are available from the OPM website, <http://www.opm.gov>. The Electronic questionnaire is available on OPM's e-QIP site <https://www.opm.gov/investigations/e-qip-application/>.

(ii) For each contractor employee requiring access to mission-critical systems and/or sensitive information contained within a HUD system and/or application(s), the contractor shall submit the following properly completed forms: Electronic SF-85P, "Questionnaire for Public Trust Positions" via e-QIP;" Electronic Standard Form (SF) 85, "Questionnaire for Non-sensitive Positions via e-QIP," completed USAccess enrollment (electronic fingerprinting) and Optional Form (OF) 306 (Items 1 thru 17). The SF-85 and OF-306 are available from the OPM website, <http://www.opm.gov>. The Electronic questionnaire is available on OPM's e-QIP site <https://www.opm.gov/investigations/e-qip-application/>; and a Fair Credit Reporting Act form (authorization for the credit-check portion of the investigation). Contractor employees shall complete the Medical Release behind the SF-85P.

(iii) The electronic questionnaires (e-QIP) SF-85, 85P, and OF-306 are available from OPM's websites <https://www.opm.gov/investigations/e-qip-application/> and <http://www.opm.gov> . The COR will provide all other forms that are not obtainable via the Internet.

(2) The contractor shall deliver the forms and information required in paragraph (d)(1) of this clause to the COR as securely as possible.

(3) Affected contractor employees who have had a federal background investigation without a subsequent break in federal employment or federal contract service exceeding 2 years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information in lieu of the forms and information listed in paragraph (d)(1) of this clause: PIV & Pre-Security Form.

(4) The investigation process shall consist of a range of personal background inquiries and contacts (written and personal) and verification of the information provided on the investigative forms described in paragraph (d)(1) of this clause.

(5) Upon completion of the investigation process, the COR will notify the contractor if any contractor employee is determined to be unsuitable to have access to the system(s), application(s), or information. Such an employee may not be given access to those resources. If any such employee has already been given access pending the results of the background investigation, the contractor shall ensure that the employee's access is revoked immediately upon receipt of the COR's notification.

(6) Failure of the COR to notify the contractor (see subparagraph (d)(1)) of any employee who should be subject to the requirements of this clause and is known, or should reasonably be known, by the contractor to be subject to the requirements of this clause, shall not excuse the contractor from making such employee(s) known to the COR. Any such employee who is identified and is working under the contract, without having had the appropriate background investigation or furnished the required forms for the investigation, shall cease to perform such work immediately and shall not be given access to the system(s)/application(s) described in paragraph (b) of this clause until the contractor has provided the investigative forms required in paragraph (d)(1) of this clause for the employee to the COR.

(7) The contractor shall notify the COR in writing whenever a contractor employee for whom a background investigation package was required and submitted to HUD, or for whom a background investigation was completed, terminates employment with the contractor or otherwise is no longer performing work under this contract that requires access to the system(s),

application(s), or information. The contractor shall provide a copy of the written notice to the Contracting Officer.

(e) PIV Cards.

(1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD systems and does not already possess a PIV Card acceptable to HUD (see paragraph (b) of this clause). HUD will not issue the PIV Card until the contractor employee has successfully cleared an FBI National Criminal History Fingerprint Check, HUD has initiated the background investigation for the contractor employee and a Security Approval Notice from HUD PSD via PSDContractorIn-box@hud.gov has been received. Initiation is defined to mean that all background information required in paragraph (d)(1) of this clause has been delivered to HUD. The employee may not be given access prior to those three events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee's access if the background investigation process (including adjudication of investigation results) for the employee has not been completed within 6 months after the issuance of the PIV Card.

(2) PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a HUD facility, and shall present cards for inspection upon request by HUD officials or HUD security personnel.

(3) The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the COR if any PIV Card(s) cannot be accounted for. The contractor shall promptly return PIV Cards to HUD as required by the FAR clause at 52.204-9. The contractor shall notify the COR immediately whenever any contractor employee no longer has a need for his/her HUD-issued PIV Card (e.g., the employee terminates employment with the contractor, the employee's duties no longer require access to HUD systems). The COR will instruct the contractor as to how to return the PIV Card. Upon expiration of this contract, the COR will instruct the contractor as to how to return all HUD-issued PIV Cards not previously returned. Unless otherwise directed by the Contracting Officer, the contractor shall not return PIV Cards to any person other than the COR.

(4) The contractor shall submit a report to the Contracting Officer and COR no later than 5 calendar days after the end of each calendar quarter that provides the status of each employee who is required to work in a HUD facility during the performance of the contract. At a minimum, the report shall identify the contractor and the contract number, and list for each employee the following information:

(i) Employee name;

- (ii) Name of HUD facility where employee works;
- (iii) Date background check submitted;
- (iv) Date PIV Card issued;
- (v) PIV card number;
- (vi) Date employee no longer has need of HUD PIV Card;
- (vii) Date CO and COR were notified; and
- (viii) Date PIV Card returned to COR.

(f) Control of access. HUD shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to HUD systems. The COR will notify the contractor immediately when HUD has determined that an employee is unsuitable or unfit to be permitted access to a HUD system. The contractor shall immediately notify such employee that he/she no longer has access to any HUD system, physically retrieve the employee's PIV Card from the employee, and provide a suitable replacement employee in accordance with the requirements of this clause.

(g) Incident response notification. An incident is defined as an event, either accidental or deliberate, that results in unauthorized access, loss, disclosure, modification, or destruction of information technology systems, applications, or data. The contractor shall immediately notify the COR and the Contracting Officer of any known or suspected incident, or any unauthorized disclosure of the information contained in the system(s) to which the contractor has access.

(h) Nondisclosure of information.

(1) Neither the contractor nor any of its employees shall divulge or release data or information developed or obtained during performance of this contract, except to authorized government personnel with an established need to know, or upon written approval of the Contracting Officer. Information contained in all source documents and other media provided by HUD is the sole property of HUD.

(2) The contractor shall require that all employees who may have access to the system(s)/applications(s) identified in paragraph (b) of this clause sign a pledge of nondisclosure of information. The employees shall sign these pledges before they are permitted to perform work under this contract. The contractor shall maintain the signed pledges for a period of 3 years after final payment under this contract. The contractor shall provide a copy of these pledges to the COR.

(i) Security procedures.

(1) The Contractor shall comply with applicable federal and HUD statutes, regulations, policies, and procedures governing the security of the system(s) to which the contractor's employees have access including, but not limited to:

(i) The Federal Information Security Management Act (FISMA);

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

(iii) HUD Handbook 2400.25, Information Technology Security Policy; (iv) HUD Handbook 732.3, Personnel Security/Suitability; (v) Federal Information Processing Standards 201 (FIPS 201), Sections 2.1 and 2.2;

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

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

The HUD Handbooks are available online at:

https://www.hud.gov/program_offices/administration/hudclips or from the COR.

(2) The contractor shall develop and maintain a compliance matrix that lists each requirement set forth in paragraphs, (b), (c), (d), (e), (f), (g), (h), (i)(1), and (m) of this clause with specific actions taken, and/or procedures implemented, to satisfy each requirement. The contractor shall identify an accountable person for each requirement, the date upon which actions/procedures were initiated/completed and certify that information contained in this compliance matrix is correct. The contractor shall ensure that information in this compliance matrix is complete, accurate, and up-to-date at all times for the duration of this contract. Upon request, the contractor shall provide copies of the current matrix to HUD.

(3) The Contractor shall ensure that its employees, in performance of the contract, receive annual training (or once if the contract is for less than one year) in HUD information technology security policies, procedures, computer ethics, and best practices in accordance with HUD Handbook 2400.25.

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

data and systems, or to the function of information systems operated on behalf of HUD, and to preserve evidence of computer crime.

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

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

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

(End of clause)

HUDAR 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:

Contract Number: <TBD>

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

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

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

(End of clause)

HUDAR 2452.244-70 CONSENT TO SUBCONTRACT. (MAR 2016)

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

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

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

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

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

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

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

(End of clause)

AGENCY SPECIFIC CLAUSES

HUD AS-2313 EXAMINATION OF RECORDS BY HUD (JUL 2017)

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

Contractor involving transactions related to this contract or compliance with any clauses thereunder.

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

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

(End of clause)

HUD AS-2314 CONTRACTOR RECORDS MANAGEMENT RESPONSIBILITIES

A. Definitions

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

The term Federal record:

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

B. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records created or received, regardless of

form (paper, electronic, etc.) or characteristics, mode of transmission (email, fax, etc.), or state of completion (draft, final, etc.).

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. The Department of Housing and Urban Development (HUD) and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of HUD or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Contracting Officer Representative. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must report to the HUD Contracting Officer. The Contracting Officer must report promptly to the records officer. The agency record officer must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Contracting Officer Representative. When information, data, documentary material, records and/or equipment is no longer required, it shall be

returned to HUD control or the contractor must obtain written instruction/direction from the program manager for disposition of any records not returned to the government. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer Representative or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

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

C. Flow down of requirements to subcontractors

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

(End of clause)

HUD AS- 2315 CYBERSECURITY AND PRIVACY REQUIREMENTS (APRIL 2022)

1. The Contractor shall comply with all current and future Federal Information Technology (IT) security requirements.

2. The Contractor shall maintain compliance with all terms and conditions of the contract throughout the term of the contract with respect to all IT security and privacy requirements.
3. The Contractor shall use, maintain, enhance, develop, and upgrade all information technology software and system documentation under this contract in accordance with Federal Laws, Regulations, NIST guidance (<https://csrc.nist.gov/publications/sp>) and HUD Policies.
4. Each mixed or financial system that the contractor manages, develops, modifies, enhances, releases and/or upgrades must comply with Office of Management and Budget (OMB) A123, including Appendix A, Internal Control over Financial Reporting, as well as Federal Information Security Modernization Act (FISMA) of 2014, and shall be assessed under the Federal Information System Controls Audit Manual (FISCAM) methodology that include control families for both General Computer and Business Process Application controls.
5. The Contractor shall use only HUD email system to conduct HUD government business. To the extent that a non-HUD email system use occurs for HUD government business, the individual must copy their HUD email account during the initial creation of transmission or forward the email record to their HUD email account within 20 calendar days of creation or transmission of the record. Once the message is sent or forwarded to HUD email, the user must save the record (do not delete). Further, the record should be removed from non-HUD email systems unless there is a specific obligation, such as a litigation hold, to maintain the files on all non-HUD systems on which they appear.
6. The Contractor shall maintain compliance, as per the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-161, Supply Chain Risk Management Practices for Federal Information Systems and Organizations.
7. The Contractor shall follow HUD's Project Planning and Management (PPM) Life Cycle in the analysis, design, development, testing and implementation of proposed new systems and/or the enhancement to existing systems. No live data shall be used in any environment other than Production and Disaster Recovery (DR) environments. Specifically, no live data must be used in development, testing or staging environments.
8. The Contractor shall ensure each of its employees working on the HUD contract completes the mandatory HUD Security Awareness Training annually.
9. The Contractor shall ensure each of its employees working on the HUD contract acknowledges the HUD Rules of Behavior (RoB) annually.

10. The Contractor shall ensure each of its employees working on the HUD contract completes the mandatory HUD role-based/specialized cybersecurity and privacy training annually.
11. The Contractor shall review and update system documentation to ensure accuracy, compliance, and completeness. Reviews and revisions must be completed and delivered to HUD quarterly or within one day of a major system release.
12. The Contractor shall provide Security Assessment and Authorization (SA&A) support, including potential off-cycle or unanticipated SA&A support, over the life of the contract.
13. The Contractor shall complete and maintain SA&A documentation in accordance with the guidance contained within NIST publications, after the award of the contract and again at the expiration of the SA&A to include any revisions or updates.
14. The Contractor shall complete and maintain security and privacy related documents, in accordance with all Federal Laws, Regulations, NIST guidance (<https://csrc.nist.gov/publications/sp>) and HUD policies.
15. The Contractor shall present IT security and privacy related documents to HUD's Chief Information Security Officer (CISO) for review and approval.
16. The Contractor shall designate an Information System Security Officer (ISSO) or a Security Point of Contact (POC) within the contractor staff to interface with HUD Office of IT Security (OITS) and to respond to cybersecurity-related requests.
17. The Contractor shall support and provide system security to ensure availability, confidentiality, and integrity of the HUD data applications (e.g. maintaining access control, user identification, password protection and authentication, confidentiality of customer profiles and traffic, physical and personnel security required under this PWS).
18. The Contractor shall maintain compliance with OMB Memorandum 17-12, Preparing for and Responding to a Breach of Personally Identifiable Information.
19. The Contractor shall review and update the Plan of Action and Milestones (POA&Ms) on a timeframe that is consistent with contract terms, e.g. quarterly, annual, bi-monthly, etc. and present them to HUD's CISO for review and approval.
20. Each contractor employee working on the HUD contract shall not provide contract support until clearance is received from the HUD security background check.
Failure to adhere to the above requirements could result in penalties, to include a contract

performance stop-work order until compliance can be demonstrated. Disregards of these requirements could also lead to other criminal, civil, administrative, and/or contract penalties.
(End of clause)

HUD SYSTEM ACCESS

The Contractor will not require access to HUD information technology systems to perform the requirements of this contract. The Contractor shall not be provided a HUD network account, HUD system credentials, or a HUD email account solely for purposes of performing this contract unless separately authorized by the Government.

For purposes of this solicitation, "HUD Government business" does not include the mere transmission of routine contract correspondence or deliverables to the Contracting Officer or other authorized Government personnel through an authorized communication method that does not require access to a HUD information technology system.

If the Contractor's duties subsequently require access to a HUD information technology system, such access shall be provided only in accordance with applicable HUD policy and security requirements, including any requirements applicable to contractor personnel with system access.

HUD AS 2601 CONTRACTOR MONTHLY STATUS REPORT

Each month, the contractor shall submit a report addressing the specified subject matter by completing all tables below with the requested information. The report must be provided to the Contracting Officer Representative (COR) no later than the fifth calendar day of the month, reflecting data and activities from the preceding month. The contractor shall schedule a meeting with the COR each month to review the report, discuss any identified issues, and explore opportunities for improvement. The COR must approve the report deliverable via signature and submit a copy to the Contracting Officer (CO) at least 5 days before the scheduled monthly meeting. Any corrective actions, whether newly assigned or resolved, will be formally documented by the contractor for the COR’s review, comment, and approval.

1. NOTABLE ACHIEVEMENTS

(significant achievements, such as exceeding performance targets, completing challenging projects, earning awards, overcoming difficult situations, etc.)

Contract Title:
Contractor Name: Unique Entity ID:
Performance Period:

Achievement	Tasks and/or Performance Requirements	Date

2. OPPORTUNITIES FOR IMPROVEMENT / ISSUES / RISK MANAGEMENTContract Title: Contractor Name: Unique Entity ID: Performance Period:

Issue	Date Identified to the COR	Impact	Corrective Action	Status

3. CONTRACT MANAGEMENT

(information for discussion with COR/CO, such as badging (PIV) issues, exercise of next modification, invoice payments, etc.)

Contract Title: Contractor Name: Unique Entity ID: Performance Period:

Questions/Concerns	Date Identified to the COR	Impact	Corrective Action	Status

4. CONTRACTOR TASK AND DELIVERABLE TRACKING SYSTEM ACCESS

The contractor shall maintain an approved web-based tracking system (workflow tracker, deliverable log, or equivalent tool) that documents all tasks, milestones, deliverables, assumptions, and due dates associated with this contract. To ensure transparency and enable effective oversight, the contractor shall provide the Government with continuous, read only access to this tracking mechanism for the duration of the contract.

At a minimum, the tracking mechanism must include:

- All contract tasks, subtasks, and performance requirements
- Assigned personnel or responsible parties
- Planned and actual start/completion dates
- Status indicators (e.g., on track, delayed, completed)
- Notes on risks, blockers, or assumptions
- Documentation of schedule, scope, or resource changes
- Tracking performance in accordance with standards and acceptable quality levels

The contractor shall update the tracking mechanism no less than weekly, and more frequently when material changes occur. The contractor shall review the tracking mechanism with the COR during each monthly status meeting required under this clause. Any discrepancies, delays, or risks identified through the tracking mechanism shall be documented in the Monthly Status Report and addressed through corrective action planning.

Raw data and documentation supporting the reported performance shall be made available to the government upon request.

Failure to provide and maintain accurate, timely, and complete tracking information may be considered a performance deficiency and may result in the Government exercising any rights available under the contract, including withholding of payment, assessment of damages, or other remedies as appropriate.

(End of clause)

HUD AS- 2602 PRIVACY, IP, AND GOVERNMENT DATA USE REQUIREMENTS

The Contractor shall comply with the Privacy Act of 1974, as amended (Privacy Act)(5 U.S.C. 552a), the Federal Records Act (the Federal Records Act)(44 U.S.C. chapters 21, 29, 31, and 33), and all applicable laws and policies consistent with The E-Government Act 2002 (44 U.S.C. 3601 et seq), OMB Circular A-130, OMB Memo 17-12, HUD Privacy Policy, HUD Privacy Program Plan, HUD Privacy Handbook Rev. 1.0 and HUD Privacy Compliance Plan when handling Federal information containing Privacy Act protected information. This includes any Artificial Intelligence (AI) System(s) and AI Service(s) (collectively, AI Systems) provided by the Contractor that creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of such Privacy Act protected information, and AI Systems used by the Contractor when performing work under the contract.

A list of AI Definitions can be found on the [AI@HUD page](#) on hud.gov.

1. Protection of Intellectual Property Rights and Use of Government Data:

Consistent with applicable law and Government-wide policy, the Contractor shall adhere to the following requirements for ownership and use of Government data and intellectual property (IP) developed or used in performance of the contract:

a. Ownership and Licensing Terms:

The Government retains ownership of all Government data, queries, prompts, searches, and outputs generated by the AI System. The Government retains rights to any modifications, manipulations, and/or improvements to Government data, including the design, development, testing, and operation of AI Systems. All IP licensing terms must be appropriately scoped to the intended use of the AI System to avoid vendor lock-in in accordance with AS-2604, Vendor Lock-In Protections, and ensure the Government's future access, operability, and oversight of the AI System.

b. Use of Government Data:

The Contractor shall only collect, access, and retain Government data when reasonably necessary to fulfill the contract's intended purpose. The Contractor is strictly prohibited from using all non-public Government data, queries, prompts,

and outputs to train, fine-tune, or otherwise enhance the Contractor's publicly or commercially available AI algorithm(s), and/or AI System(s), without the Government's explicit, prior written consent. The Contractor is also strictly prohibited from using non-HUD approved AI to process HUD Controlled Unclassified Information (CUI), Personally Identifiable Information (PII), Federal Tax Information (FTI), or classified data.

c. Access Rights:

The Contractor shall ensure that all components required to operate, monitor, or evaluate the AI System, including AI models, algorithms, documentation, and data, remain available to the Government during the entire of the contract to fulfill mission and oversight needs. Primary government operations and quality assurance team members will have the highest level of access rights.

d. Data Handling:

- i. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (i.e., with a sub-contractor) on any work related to the disclosure of information, documentary material and/or records generated under, or relating to, the contract. The Contractor (and any sub-contractor) is required to abide by Government and HUD guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
- ii. The Contractor shall comply with all applicable records management laws and regulations, and National Archives and Records Administration (NARA) records policies, including the Federal Records Act NARA regulations at 36 CFR chapter XII, subchapter B, including 36 CFR part 1236, and those policies associated with the safeguarding of Federal records covered by the Privacy Act o. These laws, regulations, and policies include the appropriate preservation of all Federal records, regardless of form or characteristics, mode of transmission, or state of completion. For this clause, the term data includes inputs, queries, prompts, and outputs of an AI System.
- iii. In accordance with 36 CFR 1222.32, all data created for U.S. Government use and delivered to, or falling under the legal control of, the U.S. Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act, as amended (FOIA) (5 U.S.C. 552), and the Privacy Act, and must be managed and scheduled for disposition only as permitted by Federal statute or regulation.
- iv. In accordance with 36 CFR 1222.32, the Contractor shall maintain and manage all Federal records created for U.S. Government use, created during performance of this contract, and/or delivered to, or under the legal

control of, the U.S. Government in accordance with Federal law. Electronic Federal records and associated metadata specified for delivery under this contract must be accompanied by sufficient technical documentation to facilitate their understanding and use.

- v. The Contractor shall, upon request of the Government, provide clear documentation and controls for data handling, including how Government data is collected, processed, stored, accessed, and disposed of according to the NARA approved Records Schedule. These practices must align with Federal data governance and privacy protection standards. The Contractor shall implement privacy by design principles and provide clear documentation and controls for data handling, including how Government data is collected, used, processed, stored, maintained, disseminated, disclosed, and disposed of. The U.S. Government reserves the right to inspect, at any time, Contractor and subcontractor policies, procedures, and strategies for ensuring that Federal records are appropriately maintained.
- vi. The Contractor is responsible for preventing the alienation or unauthorized destruction of Federal records under this contract, including all forms of mutilation. Federal records may not be removed from the legal custody of HUD or destroyed except in accordance with the provisions of this contract and the Federal Records Act. Willful and unlawful destruction, damage, or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. The Contractor shall report any unlawful or accidental removal, defacing, alteration, or destruction of Federal records to the Contracting Officer within one business day.
- vii. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of all Federal records in accordance with this contract and applicable law.
- viii. The Contractor shall not remove data from U.S. Government facilities or systems, or facilities or systems operated or maintained on the U.S. Government's behalf, without the express prior written authorization of the Contracting Officer.
- ix. The Contractor shall not create or maintain any Federal records containing any non-public Government information not specified or authorized by this contract.
- x. During the term of this contract, the Contractor shall not (i) disclose any Federal record, or any copy thereof, that contains information covered by 32 CFR part 2002 or FOIA (with the exception, for the purposes of FOIA, of information that exclusively implicates the exemption 4 interests of the

Contractor); or (ii) sell any Federal record, or any copy thereof.

- xi. After expiration or termination of this contract, the Contractor shall not retain or have access to any Federal record, or any copy thereof, that contains information covered by 32 CFR part 2002 or that is generally protected from public disclosure by an exemption under FOIA with the exception, for the purposes of FOIA, of information that exclusively implicates the exemption 4 interests of the Contractor.
 - xii. Under no circumstances shall the Contractor destroy Federal records except in accordance with the provisions of this contract and the Federal Records Act.
 - xiii. All Contractor employees assigned to this contract who create, work with, or otherwise handle Federal records are required to complete HUD provided records management training. The Contractor is responsible for confirming training has been completed according to HUD policies, including initial training and any annual or refresher training.
 - xiv. The Contractor is required to notify the Contracting Officer of any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or Federal records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by U.S. Government and HUD's guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
 - xv. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts requiring the disclosure to a subcontractor of information, documentary material, and/or Federal records generated under, or relating to, the performance of this contract, and require written subcontractor acknowledgement of the same.
 - xvi. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.
 - xvii. The Contractor must notify the government of any unauthorized data use or access.
- e. **Transfer of Data:**
- i. All data transfers are to be accomplished utilizing a Secured File Transfer Protocol process as appropriate for the application and interface types, in a format either prescribed by HUD or as agreed between the parties.

- ii. Data is to be transferred to HUD in the following ways as agreed between the parties:
 - a. On demand
 - b. Via scheduled interfaces
 - c. Via daily backups

2. Subcontractor Compliance:

The Contractor shall flow down all Privacy, IP, and Government Data Use requirements to its subcontractors that are providing AI components and/or AI Systems under this contract and/or utilizing AI components and/or AI Systems in performance under this contract.

The Contractor shall provide an estimate of the cost to bring the AI System or AI Service into compliance with applicable Government requirements. Based on this information, the Government will determine whether to continue, modify, or discontinue use of the AI System and/or AI Service. The Contractor's failure to adhere to the requirements of this Agency Specific clause could result in the Government exercising any rights available under the terms of the contract, including assessment of disincentives, liquidated damages, and/or actual damages, as appropriate. The Government reserves the right to stop work on this contract pursuant to this clause until the Contractor demonstrates compliance with this requirement.

(End of clause)

HUD AS-2603 AI USE TRANSPARENCY REQUIREMENTS

Contractors must disclose all use of Artificial Intelligence (AI) in the products and/or services they deliver or use to deliver the products or services under the contract.

A list of AI Definitions can be found on the AI@HUD page on hud.gov.

1. High-Impact AI Disclosure (HUD):

The Government may determine, in the solicitation or during contract performance, the use or planned use of an AI System(s), AI Service(s), or AI technology (collectively referred to as AI System) meets the definition of High Impact AI, or there is a reasonable likelihood that such a use may arise during the life of the contract.

2. Vendor Transparency Obligations:

The Contractor shall not use any AI System in performing work under this contract without prior written authorization from the Government. Within ten (10) business days of award, the Contractor must submit to the COR a request for written authorization for all planned use of AI Systems the Contractor intends to use in performance of the contract. If the Contractor seeks to use a new or additional AI System, or discovers AI System after contract award, the Contractor shall submit a request for written authorization to the COR at least ten (10) business days prior to implementation or

discovery. The Contractor shall not use any AI System(s) without prior written approval from the Government.

For each request for written authorization to use an AI System, the Contractor shall submit to the COR information to enable HUD to evaluate the proposed AI System(s). The Contractor shall make all AI System(s) documentation available in both technical and non-technical (layperson) formats, tailored, as needed, to meet the requirements of the specific contract, and suitable for the Government's internal review, oversight, and audit.

At a minimum, the Contractor shall submit the following:

- A. Clear and complete documentation of the AI System(s) design, intended function, and operational context that includes, but is not limited to:
 - i. Documentation that demonstrates the AI System(s) complies with the Unbiased AI Principles, including truth-seeking behavior and ideological neutrality
 - ii. System context diagram
 - iii. End-to-end data flow diagram
 - iv. Retrieval-augmented generation flow
 - v. Logical data model/schema diagram
 - vi. Indexing and refresh lifecycle diagram
 - vii. Access control and trust boundary diagram
 - viii. Sequence diagram for key use cases
 - ix. Observability and audit logging flow
 - x. Failure modes/fallback flow
 - xi. AI system name and version
 - xii. Hosting environment
 - xiii. Model type
 - xiv. Data sources
 - xv. Third-party dependencies
- B. The purpose, function, and type of all AI Systems and technologies used in performing work under the contract.
- C. A Software Bill of Materials (SBOM) for AI components and disclosure of third-party models.
- D. Identify proposed AI Systems that would be used for automated decision making. Provide a detailed description of human oversight and quality assurance of AI output.
- E. Documentation outlining how the AI System(s) operates, including how outputs are generated, and how risks, including bias, privacy violations, inaccuracies, or lack of explainability, are mitigated.
- F. A completed HUD AI Assurance Packet and written approval from the Contracting Officer with concurrence of the HUD Office of the Chief Information Security Officer (OCISO) or its designee.
- G. Documentation outlining how the AI System is designed and tested to comply with the Unbiased AI Principles as outlined in Executive Order 14319, *Preventing Woke AI in the Federal Government* (July 23, 2025):

Sec. 3. Unbiased AI Principles. It is the policy of the United States to promote the innovation and use of trustworthy AI. To advance that policy, agency heads shall, consistent with applicable law and in consideration of guidance issued pursuant to section 4 of this order, procure only those LLMs developed in accordance with the following two principles (Unbiased AI Principles):

(a) Truth-seeking. LLMs shall be truthful in responding to user prompts seeking factual information or analysis. LLMs shall prioritize historical accuracy, scientific inquiry, and objectivity, and shall acknowledge uncertainty where reliable information is incomplete or contradictory.

(b) Ideological Neutrality. LLMs shall be neutral, nonpartisan tools that do not manipulate responses in favor of ideological dogmas such as DEI. Developers shall not intentionally encode partisan or ideological judgments into an LLM's outputs unless those judgments are prompted by or otherwise readily accessible to the end user.

Consistent with the EO, Developers shall not intentionally encode partisan or ideological judgments into an AI System's outputs unless those judgments are prompted by or otherwise readily accessible to the end user. OMB Memorandum M-26-04, Increasing Public Trust in Artificial Intelligence Through Unbiased AI Principles (December 11, 2025).

Unless specifically requested, the Contractor is not compelled to disclose sensitive technical data like specific model weights.

H. Documentation that supports the Unbiased AI Principles, including:

- i. The Acceptable Use Policy. This is typically drafted by the original LLM developer to characterize and differentiate appropriate and inappropriate use of their product offering.
- ii. Model, System, and /or Data Cards. All available information about the AI model, AI System, and/or data, including, summaries of the training process and details on the training sources, identified risks and mitigations, and AI model evaluation scores on AI models benchmarks.
- iii. End user resources. May include product tutorials, developer guides, and tools that help end users ensure proper use of the AI System and maximize utility.
- iv. Mechanism For End User Feedback. Describe mechanisms available to end users and the Government to report suspected violations of the Unbiased AI Principles (e.g., hallucinations, factual inaccuracies, or ideological bias). Provide the Contractor's process and timelines for investigating, documenting, and remediating such violations.

I. Information sufficient for the Government to conduct an AI Impact Assessment, including risks related to fairness, explainability, privacy, and reliability.

- J. A detailed description of how the AI was trained, how HUD data will be used to “train” the AI System, and how HUD data will be labeled / designated as HUD data.
- K. Confirmation of Contractor’s compliance with AS-2602, Privacy, IP, and Government Data Use Requirements, and that HUD data will only be used for the product(s) and service(s) delivered to HUD under the contract.
- L. Potential biases of training data and proposed mitigations for such biases.
- M. Frequency of Contractor reviews of training data and AI System output(s) for potential bias or inaccuracies.
- N. Detailed description of the Contractor’s method to technically prevent non-public data from being used in AI System training or refinement, including how those methods meet HUD requirements, which may exceed FedRAMP authorization requirements.
- O. Information describing pre-training and post-training activities, including:
 - i. Actions undertaken that would impact the factuality and grounding of outputs;
 - ii. System-level prompts that provide natural language instructions to the AI model specifying guidelines on responding to user-generated prompts and queries particularly with regard to how an AI model responds when reliable information is incomplete, contradictory, or subject to individual interpretation;
 - iii. The type of outputs restricted via content moderation and safety filters;
 - iv. Use of red teaming as a means of continuously assessing the AI model to protect against incidents of bias in output;
 - v. Any AI System or model training or development that occurred outside of the United States. Provide the type of activity and the country in which the activity and/or development occurred;
 - vi. Any modifications or configurations to the AI System or model undertaken to comply with any law or regulation from a government other than the U.S. Federal Government.
- P. AI model evaluation information, including:
 - i. Results of bias evaluations conducted by the Contractor and the methodology for performing such evaluations (e.g., testing prompt pairs for politically oriented topics);
 - ii. Benchmark scores for Contractor evaluations to measure an AI model’s bias, helpfulness, honesty, or accuracy when provided with ambiguous versus straightforward prompts. In some instances, benchmarks to compare performance across multiple languages will be necessary.
- Q. Enterprise-level controls information including:
 - i. Governance tools, such as customizable system instructions that are additive to a base AI model’s system prompts or content generation filters;
 - ii. AI model evaluation tools that enable comparisons either between an AI model’s outputs, or across various AI models;
 - iii. Product features that require an AI model to cite sources of its outputs or otherwise provide visibility into the provenance of the AI model’s outputs.
- R. Change management procedures for model updates.

- S. Third party modification information including disclosure of additional controls to modify an output applied by the Contractor if the Contractor is not a direct developer of the AI System (e.g., classifiers, system prompts, fine-tuning, content moderation and filters).
- T. Written confirmation that the Contractor will not:
 - i. Use publicly hosted AI System(s) to process HUD data, including, but not limited to CUI, PII, FTI, or classified data.
 - ii. Permit HUD data to be retained by third-party vendors for training.
 - iii. Introduce unapproved AI Systems and/or tools.
 - iv. Deploy AI Systems capable of autonomous decision-making without human validation, unless approved in writing by the Government.
- U. Documentation to meet the requirements outlined in the AI Technical Requirements, which can be found on the [AI@HUD page](#) on hud.gov.

3. Monitor AI System Use and Performance.

The Contractor shall regularly monitor use and performance of each AI System and promptly rectify behavior defined as unacceptable. The Contractor shall ensure the AI System meets all use and performance standards of the contract, prior to deploying any new version. If a newly deployed version of an AI System fails to meet use and performance standards, the Contractor shall promptly roll back or return the AI System to a prior approved version. The Contractor shall submit a quarterly AI risk attestation and an annual bias reassessment in accordance with HUD requirements. The Government reserves the right to conduct reviews, including, but not limited to architecture, policy, security, and funding reviews, and may suspend or revoke authorization to use an AI System if risk exceeds acceptable thresholds.

4. Provide Notification of New AI System Features.

The Contractor shall notify and provide corresponding documentation to the COR for written approval to use an AI System, with details to the Government of new AI System enhancements, features, and/or components, at least 30 days prior to implementation of such enhancements, features, or components. Contractor shall not implement new AI System enhancements, features, and/or components without the Government's written approval.

5. Ongoing Reporting:

The Contractor shall update the above documentation and disclosures as the AI System evolves, including if any new AI System, feature and/or component is added after the contract is awarded. As soon as practicable, but at least thirty (30) days prior to the deployment of major updates or newly integrated features, Contractor shall provide updated documentation and disclosures to the COR for approval. Contractor shall not

implement major updates or integrated features without the Government's written approval.

6. Subcontractor Compliance:

The Contractor shall flow down all AS-2603 AI Use Transparency requirements to its subcontractors that are providing AI components and/or AI Systems, under this contract and/or utilizing AI components and/or AI Systems in performance under this contract.

The Contractor shall provide an estimate of the cost to bring the AI System or AI Service into compliance with applicable Government requirements. Based on this information, the Government will determine whether to continue, modify, or discontinue use of the AI System and/or AI Service.

The Contractor's failure to adhere to the requirements of this Agency Specific clause could result in the Government exercising any rights available under the terms of the contract, including assessment of disincentives, withholding payment, liquidated damages, and/or actual damages, as appropriate. The Government reserves the right to stop work on this contract pursuant to this clause until the Contractor demonstrates compliance with this requirement.

Compliance with this Agency Specific clause is a material requirement for eligibility of contract award.

(End of clause)

HUD AS- 2604 VENDOR LOCK-IN PROTECTIONS

Contractors must implement safeguards to ensure long-term agency control over systems, data, and Artificial Intelligence (AI) Systems, AI Services, and AI models (collectively, AI Systems).

A list of AI Definitions can be found on the [AI@HUD page](#) on hud.gov.

1. Open Standards.

To the extent possible, all AI Systems, platforms, and formats provided or used under the contract must utilize open standards and support interoperability. Contractor shall provide documentation demonstrating use of open standards and interoperability.

2. Knowledge Transfer

The Contractor shall provide comprehensive documentation, training, workflows, integrations, system maps, collateral, and technical knowledge transfer to enable agency personnel or successor contractor(s) to effectively manage, operate, and update the AI System delivered under the contract or used to perform the contract.

3. Data and Model Portability

The Contractor shall ensure that all data, metadata, models, configuration files, and associated artifacts created, modified, or used under the contract are provided to the

Government in a machine-readable, non-proprietary format that supports full portability to alternate environments, the Government, or successor contractors.

4. Government Rights to Code and Models

All custom-developed code, AI Systems, AI models, and deliverables; all Government queries, prompts, and resultant outputs created under this contract shall be provided to the Government with sufficient rights for operational use, continued development, inspection, and reuse in accordance with applicable federal data and IP policies.

5. Licensing Transparency

The Contractor shall disclose all licensing terms, including any third-party software, components, or dependencies used. Terms must clearly delineate the Government's usage rights, renewal options, and cost implications. The Contractor must clearly identify where the Contractor, a third party, or the Government is the licensee or entitlement holder to a license.

6. Pricing Transparency

The Contractor shall provide clear and itemized pricing structures for all services, software components, and ongoing support, including projected future costs for upgrades, extensions, or transitioning services to another vendor.

7. Transition Support

Upon expiration or termination of the contract, the Contractor shall support a smooth transition to an alternative provider or internal government capability, including delivery of all necessary documentation, collateral, tools, and assistance.

8. Subcontractor Compliance:

The Contractor shall flow down all vendor lock-in protection requirements to its subcontractors that are providing AI components and/or AI Systems under this contract and/or utilizing AI components and/or AI Systems in performance under this contract.

The Contractor shall provide an estimate of the cost to bring the AI System or AI Service into compliance with applicable Government requirements. Based on this information, the Government will determine whether to continue, modify, or discontinue use of the AI System and/or AI Service.

The Contractor's failure to adhere to the requirements of this agency specific clause could result in the Government exercising any rights available under the terms of the contract, including assessment of disincentives, liquidated damages, and/or actual damages, as appropriate. The Government reserves the right to stop work on this contract pursuant to this clause until the Contractor demonstrates compliance with this requirement.

(End of clause)

HUD AS-2605 ONGOING TESTING AND MONITORING REQUIREMENTS FOR AI SYSTEMS

Contractors must support regular monitoring and evaluation of Artificial Intelligence (AI) System(s) or Artificial Intelligence (AI) Service(s) (collectively AI Systems) throughout the AI System's lifecycle to ensure the continued performance, accuracy, effectiveness, and trustworthiness of the AI System(s).

A list of AI Definitions can be found on the [AI@HUD page](#) on hud.gov.

1. Agency Evaluation Rights:

The Government has the right to monitor, test, and evaluate the AI System(s) provided under the contract or used by the Contractor, subcontractor, its employees, agents, and/or business associates in performance of the contract. Such evaluations may occur on a quarterly, biannual, or other schedule as determined by the Government, and may include assessments of performance, accuracy, fairness, bias, security, explainability, and overall fitness for purpose.

2. Use of Independent Government Data:

The Government may use internally defined datasets (e.g., validation or test datasets) for independent evaluation. These datasets:

- a. Will be selected and maintained solely by the Government;
- b. Will not be accessible to the Contractor, subcontractor, its employees, agents, or business associates, unless explicitly authorized by the Contracting Officer in writing; and
- c. Will reflect the conditions and characteristics of data used during actual AI System deployment.

3. Contractor Support for Evaluation:

The Contractor shall provide the necessary access and technical support to facilitate Government AI System evaluations. The Contractor must:

- a. Provide test results, methods, and documentation in sufficient detail to allow independent reproduction or verification of findings; and
- b. Permit Government oversight of the AI System evaluation process.

4. Testing Transparency and Documentation:

The Contractor shall disclose its AI System examination and validation procedures, documentation, and results related to the AI System, including those used to detect and mitigate risks such as bias or performance degradation. The Contractor shall not restrict the Government's ability to internally document, use, or share insights regarding these procedures or testing results.

5. Retention of Evaluation Authority:

Nothing in the contract limits or prohibits the Government's right to independently assess, challenge, or audit the performance and reliability of any AI System provided or used by the Contractor, subcontractor, its employees, agents, or business associates in contract performance.

6. Subcontractor Compliance:

The Contractor shall flow down all Ongoing Testing and Monitoring Requirements for AI Systems to its subcontractors that are providing AI components and/or AI Systems under the contract and/or utilizing AI components and/or AI Systems in performance of the contract.

The Contractor shall provide an estimate of the cost to bring the AI System or AI Service into compliance with applicable Government requirements. Based on this information, the Government will determine whether to continue, modify, or discontinue use of the AI System and/or AI Service.

The Contractor's failure to adhere to the requirements of this Agency Specific clause could result in the Government exercising any rights available under the terms of the contract, including assessment of disincentives, liquidated damages, and/or actual damages, as appropriate. The Government reserves the right to stop work on the contract pursuant to this clause until the Contractor demonstrates compliance with this requirement.

(End of clause)

HUD AS-2606 REQUIREMENTS FOR HIGH-IMPACT AI SYSTEMS

Contractors shall comply with all applicable federal and agency risk mitigation requirements for any AI system or service (collectively referred to as AI System) determined by the Government to be a High-Impact AI System. These requirements apply regardless of whether the High-Impact AI System designation occurs prior to or after contract award.

A list of AI Definitions can be found on the [AI@HUD page](#) on hud.gov.

1. Risk Management and Mitigation Requirements:

Upon designation as a High-Impact AI System, the Contractor shall implement and document risk management and mitigation measures proportionate to the AI System's impact, including, at a minimum:

- A. Support the Government in conducting and documenting pre-deployment testing and validation that reflect expected real-world outcomes and identify expected benefits of the AI System. Such support shall include providing access to system functionality, documentation, evaluation results, and technical assistance necessary for Government review. If the Government does not have access to the underlying AI System source code, models, or data, the Contractor shall support alternative test methodologies, such as querying the AI System and observing the outputs or executing Government-provided evaluation data and providing results.

In addition, the Contractor shall conduct and document its own pre-deployment testing and validation activities prior to operational use, including performance evaluation, robustness testing, and identification of known limitations and risks. The Contractor shall provide the Contracting Officer Representative with the results of such testing.

- B. Implement continuous monitoring of the High Impact AI System performance post-deployment. Identify any adverse impacts to the performance and security of the High Impact AI System, including potential violations of laws governing privacy, civil rights, or civil liberties. Ongoing monitoring must be designed to detect unforeseen circumstances, changes to the High Impact AI System after deployment, and changes to the context of use or associated data. The Contractor shall support the Government in developing and implementing appropriate mitigations, maintaining accurate High Impact AI System and use documentation, and developing processes that enable traceability and transparency of the monitoring and evaluation activities.
- C. Support the Government in developing role-based training and training assessments that instruct High Impact AI System users and operators how to interpret and act on High Impact AI System outputs, manage associated risks, and comply with applicable policies. Training shall be tailored to each user role and include guidance on human oversight, error handling, and risk mitigation procedures.
- D. Ensure the High Impact AI System enables appropriate human oversight and review, intervention, override, or suspension of automated outputs, as directed by the Government. Support the Government in implementing fail-safe mechanisms that minimize the risk of significant harm.
- E. Provide technical and non-technical documentation sufficient to support Government oversight and audit of the High Impact AI System including, but not limited to:
 - i. Intended purpose and expected benefits of the AI System and supporting metrics and/or qualitative analysis that show expected improvement from existing process(es)
 - ii. Cost information, including costs associated with the AI System (e.g., development, licensing, infrastructure / hosting, security, etc.)
 - iii. Data characteristics, including data used, suitability of the data, how the data was gathered and prepared for use by the AI System, whether the data will be publicly disclosed as open government data, and whether the data includes information about groups protected by Federal nondiscrimination laws and, if so, provide further information.

- iv. Potential impacts on privacy, civil rights, and civil liberties of the public of using the AI System, and planned mitigation measures for anticipated negative impacts.
 - v. Documentation demonstrating the implementation of the risk mitigation requirements as defined in sections 1A-D of this clause, AS-2606
 - vi. Processes, procedures, and schedule for conducting periodic reassessments of the AI System. This will include reassessments following any significant system changes.
- F. Maintain sufficient logging and traceability of High Impact AI System inputs, outputs, and material High Impact AI System actions to support Government oversight, investigation, and audit.
- G. Promptly report High Impact AI System incidents, failures, or identified harms to the Government and implement corrective actions as directed.

2. Changes and Updates:

The Contractor shall notify the Government in advance of material updates, retraining events, architectural changes, or other modifications that could alter the High Impact AI System's risk profile or performance characteristics.

3. Subcontractor Compliance:

The Contractor shall flow down all Requirements for High-Impact AI Systems to its subcontractors that are providing AI components, AI Systems, or AI Services under the contract and/or utilizing AI components, AI Systems, or AI Services in performance of the contract.

The Contractor shall provide an estimate of the cost to bring the AI System or AI Service into compliance with applicable Government requirements. Based on this information, the Government will determine whether to continue, modify, or discontinue use of the AI System and/or AI Service.

The Contractor's failure to adhere to the requirements of this Agency Specific clause could result in the Government exercising any rights available under the terms of the contract, including assessment of disincentives, liquidated damages, and/or actual damages, as appropriate. The Government reserves the right to stop work on the contract pursuant to this clause until the Contractor demonstrates compliance with this requirement.

(End of clause)

HUD-H-03-100 PUBLIC COMMUNICATION

The contractor must not represent itself as US Department of Housing and Urban Development (HUD) personnel to outside parties. When communicating with outside parties, the contractor

must, explain that they are a HUD contractor. When performing work for HUD, contractor personnel must easily be identifiable to the public as a HUD contractor. Contractor personnel must be identifiable through the use of badges, corporate logos, or other distinguishable credentials.

HUD-H-09-101 CORPORATE FILINGS

Upon request of the government, and at the commencement of the contract term, the contractor must provide to the contracting officer copies of all corporate, partnership or other applicable filings and organizational documents relating to both the contractor and subcontractor entities, including, but not limited to, the following: Articles of Incorporation, Certificates of Good Standing, Designation of Registered Agent, Bylaws, and, Incumbency Certificates.

The contractor must provide copies of these documents as they are renewed or otherwise amended, together with any other contractor and subcontractor organizational documents requested by the contracting officer.

HUD-H-09-102 LICENSES, CONTRACTOR QUALIFICATIONS

PWS sections 4.2.1 Contractor Personnel - Professional Qualifications. For any additions to the contractor or subcontractor key personnel performing inspection services under this contract, the contractor shall submit to the Contracting Officer (CO) and Contracting Officer Representative (COR), copies of their qualifications.

PWS 1.9 Special Qualifications. For any changes to the contractor or subcontractor key personnel performing inspection services under this contract, the contractor shall submit to the Subordinate Contracting Officer Representative (SCOR), copies of their resume and current licenses and certifications required under PWS sections 4.2.1 Contractor Personnel - Professional Qualifications, to support that assigned personnel has equivalent qualifications.

HUD-H-11-101 CONTRACTOR RESPONSIBILITIES FOR PUBLICATIONS, FORMS AND HANDBOOKS

(a) The contractor is:

- (1) Responsible for obtaining and maintaining all applicable forms and publications.
- (2) Responsible for ensuring that all services are conducted according to current HUD forms and publications.

(b) The forms and publications described in this contract are subject to revision. The contracting officer representative may notify the contractor of changes to HUD forms and publications. The contractor must contact the contracting officer representative whenever the contractor believes a form of publication the contractor is currently using was superseded.

- (c) The contractor will incur the expense for the duplication of any forms/formats necessary to accomplish work under the contract.

The Contractor may download HUD publications, forms, and handbooks from the following website: https://www.hud.gov/program_offices/administration/handbks_forms or HUDCLIPS (HUD's Client Information Policy Systems website: https://www.hud.gov/program_offices/administration/hudclips/

PART III - Contract Documents, Exhibits, and Attachments

Attachment Number	Title
1	Performance Work Statement (PWS)
2	Quality Assurance Surveillance Plan (QASP)
3	Project Description
4	Nondisclosure-Agreement-between-HUD-and-Contractor-Employee
5	HUD -95379 Trip Report
6	Sample Trip Report HUD Form 95379
7	Map of Regions
8	Sample Client Authorization Letter
9	Survey
10	Total Evaluated Price (TEP) Worksheet

PART IV- REPRESENTATIONS AND INSTRUCTIONS**RFO 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):

Revolutionary FAR Overhaul (RFO): <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide>

HUDAR: https://www.hud.gov/program_offices/cpo/hudar

(End of provision)

RFO PROVISIONS	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION	NOV 2025
52.207-6	SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS)	AUG 2024
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS	NOV 2025

FULL TEXT PROVISIONS**RFO 52.216-1 TYPE OF CONTRACT. (NOV 2025)**

The Government contemplates award of a Firm Fixed Price /Multiple Award, Indefinite-Delivery/Indefinite-Quantity contract resulting from this solicitation.

(End of provision)

RFO 52.233-2 SERVICE OF PROTEST. (NOV 2025)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

Travis Sutton, Contracting Officer
Office of the Chief Procurement Officer
Dept. of Housing and Urban Development
451 7th Street, SW (Room 5256)
Washington, DC 20410

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

(End of provision)

RFO 52.212-1 INSTRUCTIONS TO OFFERORS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2025)

(a) 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. As a minimum, offers shall include—

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is “late” and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. 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) 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.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) 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. However, the Government reserves the right to conduct discussions, if 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.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will 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 Offeror 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 products, the make and model of the product to be delivered by the successful Offeror.

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

(End of provision)

RFO 52.212-1 INSTRUCTIONS TO OFFERORS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2025) (ADDENDUM)

Questions shall be submitted electronically via email with subject line **FOUO\INFO: Solicitation 86614126R00002 Technical Question** to CO Travis Sutton at Travis.L.Sutton@hud.gov, CS Christopher Rodriguez at Christopher.J.Rodriguez@hud.gov on or before September 29, 2026, at 1:00PM Central Standard Time. Responses to technical questions will be posted as an amendment to this notice.

Proposals shall be submitted electronically via email with subject line **FOUO\INFO: Solicitation 86614126R00002 – (Insert Company Name and Region)** to CO Travis Sutton at Travis.L.Sutton@hud.gov, CS Christopher Rodriguez at Christopher.J.Rodriguez@hud.gov on or before the closing date of October 14, 2026, at 1:00PM Central Standard Time. If a firm intends on competing for more than one region, send submittals for each region in separate emails; if a firm fails to identify a region, their proposal will be considered unrestricted.

The proposal validity period shall not be less than 180 days from the date specified for receipt of offers.

Regional Transition and Performance Schedule

The Government anticipates phased regional awards and approximately **120** calendar days of Transition-In and **120** calendar days of Transition-Out for each region...

Offerors shall address their ability to support the applicable Transition-In, performance, and Transition-Out periods in their Technical Approach and shall identify any proposed personnel or resources that will support each proposed region.

Region	Transition-In	Performance Period	Transition-Out
Midwest	12/03/2026–01/31/2027	02/01/2027–01/31/2032	12/03/2031–01/31/2032*
Southwest	05/23/2027–07/21/2027	07/22/2027–07/21/2032	05/23/2032–07/21/2032*
Northeast	07/21/2027–09/18/2027	09/19/2027–09/18/2032	07/21/2032–09/18/2032*
West	08/01/2027–09/29/2027	09/30/2027–09/29/2032	08/01/2032–09/29/2032*
Southeast	11/10/2027–01/08/2028	01/09/2028–01/08/2033	11/10/2032–01/08/2033*

The regional transition and performance dates identified above represent the Government's current anticipated acquisition schedule and are provided for proposal planning purposes. The

dates are based on the Government's current acquisition planning assumptions and may be revised due to changes in the Government's requirements, incumbent contract performance, transition requirements, procurement schedule, funding, approvals, or other circumstances affecting the acquisition. The Government does not guarantee that any particular regional contract will be awarded, commence, or enter transition on the dates identified above. Offerors shall account for this potential variability in their proposal and shall not rely upon the anticipated dates as a contractual commitment by the Government.

Disclosure of Third-Party Support Contractor and Proposal Information Protection

A. Contractor Access to Proposal Information

Offerors are advised that the Department of Housing and Urban Development (HUD) utilizes an independent contractor to provide Technical Evaluation Panel (TEP) Chair Services. Personnel from the designated TEP Chair Services contractor may have access to proprietary, confidential, or otherwise protected proposal information furnished by offerors during the source selection process. This access is authorized strictly for the purpose of performing official TEP Chair support duties.

B. Existing Confidentiality and Non-Disclosure Safeguards

Separate, individual Non-Disclosure Agreements (NDAs) between each offeror and the TEP Chair Services contractor will not be executed under this solicitation. The Government has determined that such agreements are unnecessary based on the following existing contractual safeguards:

- Contractual Protections: The TEP Chair Services contractor performs under an independent HUD contract that contains mandatory, legally binding requirements governing the protection and handling of sensitive information.
- Scope of Coverage: The Government has confirmed that the existing TEP Chair Services contract and its nondisclosure requirements expressly encompass all proprietary and protected information provided by offerors.
- OCI Mitigation and Personnel Briefings: The TEP Chair Services Performance Work Statement (PWS) requires all supporting personnel to receive comprehensive programmatic Organizational Conflict of Interest (OCI) briefings.
- Individual Certifications: All contractor personnel supporting this evaluation must complete formal, binding certifications regarding their continuing nondisclosure and OCI obligations.

By submitting a proposal, offerors acknowledge that the TEP Chair Services contractor is fully bound by these overarching confidentiality and conflict-of-interest obligations to HUD, which extend to all evaluation materials.

PART I—TECHNICAL PROPOSAL

A. General Instructions

The Offeror shall submit a Technical Proposal that provides the information requested in this Addendum and is sufficient for the Government to evaluate the Offeror under the evaluation factors stated in RFO 52.212-2, Evaluation—Commercial Products and Commercial Services.

The Technical Proposal shall be organized by the tabs identified below. Offerors shall clearly identify the proposed region(s) for which they are submitting an offer.

The Government will evaluate only the information submitted in accordance with the solicitation, except that the Government may consider information available from other sources where expressly permitted by the solicitation, including past performance information.

Offerors shall not include pricing information in the Technical Proposal, including proposed labor rates, unit prices, total prices, fee, profit, or other pricing information. Labor mix and level-of-effort information submitted as part of the Technical Proposal shall identify labor categories and estimated hours only and shall not contain pricing.

Failure to provide information required by this Addendum may affect the Government's ability to evaluate the Offeror and may result in the Offeror being determined unacceptable or otherwise removed from consideration for award.

TAB 1—COVER LETTER AND COMPANY INFORMATION

The Cover Letter shall include:

1. Solicitation number;
2. Legal name of Offeror;
3. Address, telephone number, and email address;
4. Unique Entity Identifier (UEI);
5. Identification of the region(s) for which the Offeror is submitting an offer;
6. Identification of the Offeror's business size and socioeconomic status, as applicable;
7. Name and contact information for the individual authorized to represent the Offeror;
8. Identification of any proposed joint venture, teaming arrangement, subcontractor, or consultant that will participate in contract performance;
9. Identification of the anticipated allocation of work between the prime contractor and proposed subcontractors or team members; and
10. A statement confirming that the Offeror's proposal is valid for the period specified in the solicitation.

The Offeror shall provide any other information expressly required by the solicitation or applicable representations and certifications.

Information submitted under this Tab is not subject to the Technical Approach page limitation.

TAB 2—TECHNICAL APPROACH AND CAPACITY

A. Technical Approach Narrative

The Offeror shall submit a Technical Approach Narrative addressing **Factor 1—Capacity to Complete Work in the Required Time**.

The Technical Approach Narrative shall not exceed five **(5) pages**.

The five-page limitation applies only to the narrative response to Factor 1. The following materials, when separately requested under this Addendum, are **excluded** from the five-page limitation:

- personnel resumes and qualification matrices;
- corporate experience/project matrices;
- geographic coverage matrices and maps;
- past performance reference forms;
- labor mix and level-of-effort matrices; and
- other Government-provided or Government-required forms and tables.

The Technical Approach shall address:

1. The Offeror's methodology for providing timely inspection support based on the anticipated workload in each proposed region;
2. The proposed staffing strategy, including the ability to scale staffing in response to changes in inspection demand;
3. The methodology for scheduling and distributing inspection assignments;
4. The methodology for managing multiple concurrent inspections and inspection deliverables;
5. The Offeror's approach for meeting the PWS requirement to submit required inspection deliverables within five (5) business days;
6. Backup and contingency procedures for inspector unavailability, workload surges, travel disruptions, or other circumstances that could affect timely performance;
7. The Offeror's understanding of HUD Multifamily Housing inspection processes and applicable HUD programs, including, as applicable, Section 221(d)(4), Section 223(f), Section 202, Section 811, and requirements contained in the applicable MAP Guide;
8. The relationship between the Offeror's proposed staffing, geographic coverage, and the historical inspection-demand information provided in the solicitation; and
9. The division of technical work between the prime contractor and proposed subcontractors or teaming partners, if applicable.

The Offeror should provide specific, proposal-supported information rather than generic statements of capability.

B. Project Schedule

The Offeror shall provide a project/implementation schedule demonstrating its understanding of the required operations and the timeframes necessary to initiate and perform the required services.

The schedule shall identify, as applicable:

- contract start-up activities;
- personnel mobilization;
- assignment and scheduling procedures;
- inspection performance;
- quality control/review activities;
- deliverable preparation and submission; and
- management actions necessary to maintain required performance timeframes.

The schedule may be provided as a table or other concise format and is excluded from the three-page Technical Approach limitation.

C. Labor Mix and Level of Effort

The Offeror shall provide a labor mix and level-of-effort matrix identifying:

1. Labor category;
2. Number of personnel proposed for each labor category, as applicable;
3. Estimated hours or level of effort; and
4. Primary functions to be performed.

The Offeror shall not include labor rates, unit prices, salaries, indirect rates, fee, profit, or other pricing information in the Technical Proposal.

TAB 3—CONTRACTOR PERSONNEL

The Offeror shall identify the personnel proposed to perform the contract, including the Project Manager, alternate Project Manager, Construction Inspectors, Quality Control Manager, and other key personnel required by the PWS.

For each proposed key person and inspector, the Offeror shall provide:

1. Resume;
2. Professional licenses, registrations, and certifications, as applicable;
3. Years of relevant experience;
4. Description of relevant multifamily housing inspection and construction administration experience;
5. Experience with HUD Multifamily Housing programs and applicable HUD guidance;
6. Experience with the MAP Guide;
7. Experience with applicable Federal accessibility requirements, including the Fair Housing Act (FHA), Fair Housing Accessibility Guidelines (FHAG), Americans with Disabilities Act (ADA), and Uniform Federal Accessibility Standards (UFAS), as applicable;
8. Relevant project experience, including:
 - project name;
 - location;
 - number of housing units;

- period of performance;
 - role performed;
 - scope of work; and
 - individual's responsibility for the work performed; and
9. The individual's anticipated role under this contract.

Minimum Personnel Qualifications

The proposed Project Manager and alternate Project Manager shall have, in addition to the applicable inspector experience requirements, at least three (3) years of recent satisfactory contract management or oversight experience related to inspection activities similar to those required by the PWS.

Proposed inspectors shall have either:

- at least three (3) years of recent multifamily construction inspection experience; or
- at least five (5) years of experience in a combination of multifamily, single-family, and commercial construction inspections, with at least one of those five years involving multifamily construction inspection.

Inspector experience shall encompass, as applicable, multiple activities and phases of construction and shall not be limited to a single activity or discipline.

Inspector experience shall be recent, meaning experience performed within the six (6) years preceding the proposal submission deadline.

Personnel experience shall demonstrate knowledge of construction inspection, construction administration, applicable construction codes and standards, HUD requirements, and the applicable MAP Guide requirements.

The Government will evaluate the information submitted under this Tab in accordance with Factor 2 of 52.212-2.

TAB 4—SPECIALIZED CORPORATE EXPERIENCE

The Offeror shall demonstrate specialized experience and technical competence performing services similar in scope, size, complexity, and geographic coverage to the requirements of this solicitation.

A. Prime Contractor Experience

The prime contractor shall submit at least five (5) relevant projects performed within the five (5) years preceding the proposal submission deadline.

For each project, provide:

1. Client name;
2. Contract number, if applicable;
3. Project location;
4. Number of housing units;
5. Project value, if available;
6. Period/duration of performance;
7. Description of services performed;
8. Construction phase(s) supported;
9. Level of responsibility;
10. Percentage of work performed by the Offeror; and
11. Whether the project is complete or ongoing.

Corporate experience shall be evaluated separately from individual employee experience.

Experience performed by an employee while employed by another organization may not be claimed as experience of the proposing entity unless the work was performed by the proposing entity.

B. Joint Ventures

For a proposed joint venture:

1. The protégé member shall provide at least two (2) relevant projects performed within the five (5) years preceding proposal submission; and
2. The mentor member may provide the remaining required project experience.

C. Teaming Arrangements and Subcontractors

For proposed formal teaming arrangements:

1. The prime contractor shall provide at least three (3) relevant projects performed within the five (5) years preceding proposal submission;
2. Remaining team members may collectively provide additional relevant project experience; and
3. A proposed subcontractor anticipated to receive more than \$35,000 annually shall provide at least one (1) relevant project performed within the five (5) years preceding proposal submission.

Projects that are incomplete or in which the Offeror had limited responsibility may be considered less relevant than completed projects involving substantial responsibility.

TAB 5—GEOGRAPHIC COVERAGE

The Offeror shall demonstrate its ability to provide inspection support throughout each proposed region.

For each proposed region, the Offeror shall provide:

1. Locations of corporate offices supporting contract performance;
2. Locations of proposed inspectors and key personnel;

3. Identification of primary and backup inspectors by geographic area;
4. States and FHA zones assigned to each proposed inspector;
5. Identification of the geographic area each inspector is expected to support;
6. Experience performing inspections within the proposed region; and
7. A concise description of the Offeror's ability to provide timely inspection support considering inspector location, anticipated workload, travel requirements, and backup coverage.

The Offeror may provide a geographic coverage map, table, or matrix.

The Offeror shall identify any inspector proposed to support more than one region.

If an Offeror proposes for more than one region and proposes to use the same personnel across multiple regions, the Offeror shall explain how sufficient staffing capacity will be maintained in each proposed region.

The Government will consider the proposed geographic coverage in relation to the historical inspection-demand information provided in the solicitation.

Historical demand information is provided for proposal-planning purposes only and does not constitute a guarantee, commitment, minimum quantity, or representation of future ordering activity. Actual requirements may vary by region, FHA zone, fiscal year, property, program, and ordering period.

TAB 6—PAST PERFORMANCE

Past Performance – Submission Requirements

Offerors shall submit past performance information for **[three] relevant contracts or task orders** performed by the offeror or an eligible member of the offeror's Contracting Team Arrangement, as applicable, within the period specified below.

For each past performance reference, the offeror shall provide, at a minimum:

1. Contract or task order number;
2. Contracting agency or customer;
3. Name and contact information for the customer point of contact;
4. Contract or task order period of performance;
5. Description of the services performed;
6. Contract or task order value, as applicable;
7. Geographic area in which the services were performed;
8. Description of the offeror's specific role and responsibilities;

9. Number and/or volume of assignments, inspections, or other relevant services performed, as applicable; and
10. Any other information necessary for the Government to determine the recency, relevancy, scope, complexity, and magnitude of the prior performance.

IDIQ Contracts Submitted as Past-Performance References

An offeror may identify an IDIQ contract as a past-performance reference. However, **an IDIQ contract, standing alone, will not be considered sufficient information to demonstrate the offeror's performance of relevant work.**

If an offeror identifies an IDIQ contract as a past-performance reference, the offeror **shall identify at least one specific task order issued under that IDIQ contract** and provide the information required above for that task order.

The Government will evaluate the performance associated with the identified task order(s), including the actual services performed by the offeror, rather than relying solely upon the existence, ceiling value, or maximum potential scope of the underlying IDIQ contract.

If multiple task orders performed under the same IDIQ are submitted, the offeror shall identify each task order separately and provide sufficient information for the Government to evaluate each task order. The Government may consider the collective performance of multiple task orders under the same IDIQ when determining relevancy, provided sufficient information is available concerning the actual work performed.

Contracting Team Arrangements

Where an offeror relies upon the past performance of a member of a Contracting Team Arrangement, the offeror shall clearly identify:

- the member of the team that performed the referenced work;
- that member's specific role in performing the referenced work; and
- the portion and extent of the referenced work performed by that member.

The Government will consider the past performance of a team member only to the extent permitted by the solicitation and applicable regulations.

TAB 7—SUBCONTRACTORS, TEAMING ARRANGEMENTS, AND JOINT VENTURES

The Offeror shall identify all proposed subcontractors, teaming partners, consultants, and joint venture members.

For each proposed entity, provide:

1. Legal name;
2. UEI;
3. Role in contract performance;
4. Description of work to be performed;
5. Estimated percentage or portion of work to be performed;
6. Relevant corporate experience, as applicable; and
7. Geographic areas supported, as applicable.

The Offeror shall provide sufficient information for the Government to understand the proposed organizational and work-assignment structure.

Copies of teaming, subcontracting, or joint venture agreements are not required unless specifically requested by the Contracting Officer.

The Offeror shall provide the factual information necessary for the Government to determine compliance with applicable limitations on subcontracting and other applicable requirements.

TAB 8—ORGANIZATIONAL CONFLICTS OF INTEREST

Pursuant to HUDAR 2452.209-70, Potential Organizational Conflicts of Interest, the Offeror shall provide the statement required by that provision.

The Offeror shall address the requirements of HUDAR 2452.209-70, Potential OCI, in its Cover Letter and shall identify any actual, potential, or apparent organizational conflict of interest and the mitigation measures proposed.

The Offeror shall concisely identify all relevant past, present, or planned financial, contractual, organizational, or other interests that could bear upon whether the Offeror has an organizational conflict of interest involving:

1. The ability to render impartial, technically sound, and objective assistance or advice; or
2. An unfair competitive advantage.

The Offeror may also describe organizational structures, management systems, firewalls, disclosure procedures, recusals, or other measures that would avoid, neutralize, or mitigate an identified potential conflict.

The Government will evaluate OCI information under the applicable HUDAR provision and not as a separate technical evaluation factor unless otherwise expressly stated in the solicitation.

PART II—PRICE AND BUSINESS PROPOSAL

The Offeror shall submit its Price Proposal separately from its Technical Proposal.

TAB 1—PRICE SCHEDULE

The Offeror shall provide firm-fixed unit prices in the format specified in the solicitation's Price Schedule and Total Evaluated Price Workbook.

The Offeror shall provide separate unit prices for each applicable region and CLIN.

The Government will calculate the Total Evaluated Price using the Best Estimated Quantities stated in the solicitation.

Best Estimated Quantities are estimates for evaluation purposes only and do not constitute a guarantee of future ordering activity.

Price Evaluation – Transition CLINs

Offerors shall provide firm-fixed prices for the Transition-In and Transition-Out CLINs identified in the Price Evaluation Workbook.

The Government will evaluate the Transition-In CLIN and Transition-Out CLIN as follows:

Transition-In: The Government recognizes that an incumbent Contractor continuing under a successor contract will not incur the same Transition-In requirements as a successor Contractor assuming performance from another Contractor. Accordingly, an incumbent Offeror shall enter **\$0.00** for the Transition-In CLIN. A non-incumbent Offeror shall provide its proposed firm-fixed price for the Transition-In requirements described in the PWS.

Transition-Out: Each Offeror shall provide a firm-fixed price for the Transition-Out CLIN. The Transition-Out price shall include all costs necessary to perform the applicable transition-out requirements described in the PWS and FAR 52.237-3, as applicable.

For purposes of calculating Total Evaluated Price, the Government will use the applicable Transition-In price, Transition-Out price, and the BEQ-based prices for the other evaluated CLINs. The resulting amount will constitute the Offeror's Total Evaluated Price.

The Transition-In and Transition-Out quantities or periods used for price evaluation are for evaluation purposes only and do not constitute a guarantee that any particular transition activity or quantity will be ordered, except as expressly provided elsewhere in the contract.

TAB 2—PRICE SUPPORTING INFORMATION

The Offeror shall provide supporting information sufficient to permit the Government to evaluate the reasonableness of proposed prices.

The Offeror shall submit:

1. The completed Excel version of the Total Evaluated Price Workbook;
2. A PDF version of the completed workbook for ease of review and recordkeeping; and
3. Supporting pricing information required by the solicitation and RFO 52.215-20.

The Excel and PDF submissions are not separate pricing proposals. They are two formats of the same pricing information. The Excel version will be used for calculations and verification; the PDF version will be used as a fixed-format proposal record and for evaluator reference.

Where required by RFO 52.215-20, the Offeror shall provide sufficient supporting information concerning the pricing sources, assumptions, judgmental factors, and rationale used to develop the proposed unit prices.

The Offeror shall identify the principal cost elements underlying the unit prices, including labor categories, labor hours, labor rates, materials, travel, other direct costs, indirect costs, and fee/profit, as applicable.

Travel is the contractor's responsibility and is included in the FFP; there is no separate Travel CLIN and no separate travel invoice.

The Government reserves the right to perform a cost realism analysis when permitted by applicable acquisition regulations and the solicitation but is not obligated to do so.

DETAILED PROPOSAL INSTRUCTIONS:

a. Proposals shall include separate electronic files for each volume listed in Section 3f. All file names shall include the respective company name, CAGE, UEI number, document name, and volume number (using abbreviations as necessary). The vendor shall confine submissions to essential matters sufficient to define the proposal and provide adequate basis for evaluation. All pages of each volume shall be appropriately numbered and identified by the RFQ number in the header and/or footer.

b. Proposals shall include a Table of Contents which outlines the contractor's proposal submission. The submission shall be clearly indexed, logically assembled, and clearly identified. A page, for purposes of this request for proposal, is defined as one side of standard 8 1/2" x 11" sheet of paper, font size (12), 1 inch margin on all sides, single spaced. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Tables, call-outs, graphics can be no smaller than font size (9).

c. Proposal font type shall be Times New Roman, 12-point font. For ease of reference, consecutive page numbering is requested. Pages without information (blank pages) do not need to be numbered and shall not be reflected in the page count.

d. All information pertaining to a particular volume shall be confined to that volume. For example, no Price information shall be included in any volume other than the Price volume.

e. Microsoft Excel files submitted shall be unlocked, formula driven, and numbers shall not be hard coded, where applicable. Spreadsheets shall be in Microsoft Excel 2013 compatible format (.xlsx format).

f. Page Limitation: If the page limits are exceeded, the pages in excess of the limit will be removed and not evaluated. The following are excluded from the page limitations: Resumes, letters of commitment, covers for volumes, tables of contents, glossary of abbreviations and acronyms, indices, title pages, cross reference indexes, and section dividers if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. Additionally, pages marked “This page intentionally left blank” will not be counted.

Page limitations are as follows:

The following page limitations apply:

Submission	Page Limitation
Part I Technical Proposal	
Tab 1: Cover Letter and Company Information	Information submitted under this Tab is not subject to the Technical Approach page limitation.
Tab 2: Factor 1 Technical Approach Narrative	5 pages maximum
Tab 3: Personnel resumes/qualification information	No page limit, unless otherwise stated
Tab 4: Corporate experience	No page limit, unless otherwise stated
Tab 5: Geographic coverage	No page limit, unless otherwise stated
Tab 6: Past performance	No page limit, unless otherwise stated
Required forms/tables/matrices	Excluded from narrative page limits
Part II Price and Business Proposal	
Price Proposal	No page limit, subject to workbook requirements

Pages exceeding the stated limitations will not be evaluated unless otherwise specified in the solicitation.

Proposals shall be limited to 30 pages overall following the above criteria.

The Government will not penalize an Offeror for information that is expressly excluded from a page limitation.

PROPOSAL COMPLIANCE

Offerors are responsible for submitting complete proposals that address the requirements and instructions in the solicitation.

The Government intends to evaluate proposals based on the stated evaluation factors and the information requested in this Addendum. Failure to provide required information may prevent the Government from evaluating an Offeror's proposal and may result in the proposal being removed from consideration for award.

The Government does not intend to use discussions or negotiations to permit an Offeror to materially revise or cure a proposal deficiency unless the Contracting Officer determines that discussions or negotiations are appropriate and permitted under the solicitation and applicable acquisition procedures.

(End of Addendum)

RFO 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2025)

(a) Evaluation Factors

The Government will award contracts resulting from this solicitation to responsible Offerors whose offers conform to the solicitation requirements and are determined to represent the best value to the Government, price and other factors considered.

For purposes of this acquisition, **technical evaluation factors other than price, when combined, are significantly more important than price.**

The following factors will be used to evaluate offers, in descending order of importance:

1. **Capacity to Complete Work in the Required Time**
2. **Contractor Personnel Experience and Qualifications**
3. **Inspectors Located in General Geographic Area of project(s)**
4. **Past Performance**
5. **Price**

Factors 1 through 4, when combined, are significantly more important than Price.

FACTOR 1— CAPACITY TO COMPLETE WORK IN THE REQUIRED TIME

The Government will evaluate each proposed region independently. An Offeror's evaluation for one region will not automatically establish the Offeror's capability to perform in another region.

The Government will evaluate the Offeror's demonstrated capacity and approach for timely performance of the requirements contemplated by the IDIQ, including its proposed approach to staffing, workload management, resource allocation, scheduling, surge requirements, and deployment of personnel across the geographic areas contemplated by the solicitation.

The Government will not award additional evaluation credit under this factor based solely on the Offeror's prior experience performing similar work. Prior experience will be evaluated under Factor 2, Specialized Corporate Experience.

The Government will assess the extent to which the proposal demonstrates a credible, logical, and feasible approach for providing timely inspection services under the PWS.

The Government will consider:

1. The adequacy and scalability of proposed staffing relative to anticipated regional workload;
2. The methodology for scheduling and distributing inspection assignments;
3. The ability to manage multiple concurrent inspection assignments;
4. The methodology for meeting the PWS requirement for submission of required deliverables within five (5) business days;
5. Backup and contingency staffing procedures;
6. The realism and feasibility of the proposed project/implementation schedule;
7. The Offeror's understanding of HUD Multifamily Housing inspection processes and applicable HUD programs;
8. The Offeror's understanding of applicable MAP Guide requirements; and
9. The relationship between proposed staffing, workload management, and the historical demand information provided in the solicitation.

Historical demand information may be considered in assessing whether the proposed staffing and workload-management approach is reasonably aligned with the geographic distribution and volume of historical inspection activity.

Historical demand is not a forecast, guarantee, minimum quantity, or commitment by the Government.

Higher-Rated Proposals

Higher-rated proposals will demonstrate, through specific and credible information:

- scalable staffing capacity aligned with anticipated regional demand;
- effective workload distribution and scheduling controls;
- realistic methods for meeting required inspection and deliverable timeframes;
- effective backup and contingency procedures;
- a clear understanding of HUD inspection processes and applicable HUD programs; and
- a feasible approach for maintaining timely performance during periods of increased workload.

The Government will consider relevant prior experience meeting comparable inspection, reporting, or deliverable timeframes as supporting evidence of capability. The Government will not require an Offeror to demonstrate that it has previously performed under the specific PWS timeliness requirement.

Historical demand of the five (5) Multifamily Regions:

Midwest Region, 6 States: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin.

Historical number of inspections:

LOCATION	FHA #	FY 25	FY 24	FY 23
Ohio – Cleveland	042	14.0%	20.0%	31.0%
Ohio – Columbus	043	2.3%	0.0%	0.0%
Michigan – Detroit	044	0.0%	0.0%	0.0%
Ohio – Cincinnati	046	14.0%	20.0%	19.1%
Michigan - Grand Rapids	047	7.0%	0.0%	0.0%
Michigan – Flint	048	0.0%	0.0%	0.0%
Illinois – Chicago	071	37.2%	35.0%	28.6%
Illinois – Springfield	072	4.7%	10.0%	9.5%
Indiana	073	11.6%	10.0%	4.8%
Wisconsin	075	4.7%	5.0%	4.8%
Minnesota	092	4.7%	0.0%	0.0%
Totals		241	236	166

Southwest Region: 9 States: Arkansas, Iowa, Kansas, Louisiana, Missouri, Nebraska, New Mexico, Oklahoma, and Texas.

Historical number of inspections:

LOCATION	FHA #	FY 2024	FY 2023	FY 2022
Louisiana	064	6.8%	6.9%	5.2%
Iowa	074	1.9%	1.4%	1.6%
Arkansas	082	3.8%	4.0%	3.6%
Missouri – Western	084	1.5%	2.2%	3.6%
Missouri – Eastern	085	3.8%	4.3%	4.9%
Kansas	102	1.5%	1.4%	1.3%
Nebraska	103	1.9%	1.8%	3.2%
Texas - Fort Worth	113	33.5%	35.7%	33.4%
Texas – Houston	114	11.7%	9.7%	9.7%
Texas - San Antonio	115	26.7%	26.0%	25.6%
New Mexico	116	2.3%	1.8%	2.6%
Oklahoma – Western	117	2.3%	1.8%	1.9%
Oklahoma – Eastern	118	2.6%	2.9%	3.2%
Totals		1,219	1,453	1,803

West Region: 14 States: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

Historical number of inspections:

LOCATION	FHA #	FY 25	FY 24	FY 23
South Dakota	091	0.0%	1.5%	2.7%
Montana	093	5.1%	5.4%	4.8%
North Dakota	094	0.8%	1.5%	1.4%
Colorado	101	17.8%	13.8%	13.6%
Utah	105	6.8%	7.7%	6.1%
Wyoming	109	0.0%	0.0%	0.0%
California - San Francisco	121	11.0%	10.0%	8.8%

California - Los Angeles	122	11.0%	13.1%	11.6%
Arizona	123	11.0%	13.1%	11.6%
Idaho	124	3.4%	1.5%	2.0%
Nevada	125	0.8%	4.6%	6.1%
Oregon	126	3.4%	3.1%	6.1%
Washington – Seattle	127	11.9%	7.7%	9.5%
California - San Diego	129	2.5%	3.8%	2.7%
California – Northern	136	5.9%	3.8%	4.1%
Hawaii	140	2.5%	1.5%	0.7%
California – Riverside	143	0.8%	3.1%	3.4%
Washington	171	4.2%	3.8%	4.1%
Alaska	176	0.8%	0.8%	0.7%
Totals		476	717	1194

Northeast Region: Washington D.C and 13 States: New York, Pennsylvania, New Jersey, Rhode Island, Maryland, Connecticut, Massachusetts, Virginia, West Virginia, New Hampshire, Vermont, Delaware, and Maine.

Historical number of inspections:

LOCATION	FHA #	FY 24	FY 23	FY 22
District of Columbia	000	6.8%	3.5%	3.4%
New York - New York City	012	8.3%	10.4%	16.7%
New York – Buffalo	014	2.3%	1.2%	3.0%
Rhode Island	016	7.6%	4.0%	0.9%
Connecticut	017	5.3%	5.8%	5.1%
Maine	022	0.8%	0.6%	0.4%
Massachusetts	023	13.6%	20.2%	23.1%
New Hampshire	024	0.0%	0.0%	0.0%
Vermont	026	0.0%	0.0%	0.0%
New Jersey – Northern	031	3.8%	5.2%	9.0%
Delaware	032	3.8%	1.7%	0.9%
Pennsylvania – Western	033	4.5%	5.2%	3.0%
Pennsylvania – Eastern	034	1.5%	2.3%	3.0%
New Jersey – Southern	035	3.8%	2.9%	2.6%
West Virginia	045	1.5%	2.9%	3.0%

Virginia	051	16.7%	17.3%	13.7%
Maryland	052	19.7%	16.8%	12.4%
Totals		664	977	984

Southeast Region: Puerto Rico and 9 States: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee.

Historical number of inspections:

LOCATION	FHA #	FY 25	FY 24	FY 23
North Carolina	053	20.6%	21.5%	23.7%
South Carolina	054	12.4%	12.7%	10.2%
Puerto Rico/Virgin Islands	056	0.6%	0.5%	0.0%
Georgia	061	11.2%	10.2%	10.2%
Alabama	062	2.9%	3.9%	4.5%
Florida – North	063	6.5%	6.8%	5.6%
Mississippi	065	1.8%	1.0%	1.7%
Florida – South	066	11.2%	11.7%	9.6%
Florida – Central	067	7.6%	5.9%	5.6%
Tennessee – Memphis	081	2.9%	6.3%	5.1%
Kentucky	083	3.5%	3.9%	4.5%
Tennessee – Nashville	086	4.1%	2.4%	3.4%
Tennessee – Knoxville	087	9.4%	10.2%	10.7%
Totals		996	899	970

FACTOR 2—CONTRACTOR PERSONNEL EXPERIENCE AND QUALIFICATIONS

A. Personnel Qualifications

The Government will evaluate the qualifications and experience of the proposed Project Manager, alternate Project Manager, Construction Inspectors, Quality Control Manager, and other key personnel identified in the proposal.

The Government will consider:

1. Recency and relevance of inspection experience (e.g., *"Relevant personnel experience means inspection of multifamily residential or commercial construction projects similar in scope to the PWS"*);

2. Depth and breadth of multifamily construction inspection experience;
3. Construction administration experience;
4. Experience with multiple phases and activities of construction;
5. Experience with HUD Multifamily Housing programs;
6. Knowledge of the MAP Guide and applicable HUD requirements;
7. Knowledge of applicable construction codes and standards;
8. Knowledge of applicable Federal accessibility requirements, including FHA, FHAG, ADA, and UFAS, as applicable;
9. Qualifications, licenses, registrations, and certifications; and
10. The extent to which the proposed personnel collectively demonstrate the capability necessary to perform the PWS requirements.

The Government will distinguish between personnel who meet minimum qualifications and personnel whose qualifications, experience, or specialized expertise provide additional confidence in successful performance.

Key Personnel evaluated at the IDIQ level are the *programmatic/master-level management team* (e.g., IDIQ Program Manager, Chief Inspector), while task-order-specific field personnel will be evaluated at the Task Order level.

B. Specialized Corporate Experience

The Government will evaluate the Offeror's demonstrated corporate experience performing services relevant to the requirements contemplated by this IDIQ contract.

The evaluation will consider the **relevance, scope, complexity, and magnitude** of the Offeror's prior experience in performing services that are similar to those described in the PWS. The Government will consider the extent to which the Offeror's prior experience demonstrates familiarity with the types of services, operational environments, geographic considerations, workload characteristics, and other requirements relevant to the contemplated acquisition.

This factor evaluates the **nature and extent of the Offeror's prior experience** and will not evaluate the quality of the Offeror's performance. The quality of prior performance will be evaluated separately under the Past Performance factor.

The Government will not award separate or duplicative evaluation credit for the same experience under another evaluation factor.

Experience is an evaluation consideration and is not intended to establish a minimum responsibility standard. **An Offeror will not be eliminated solely because it has less prior experience than another Offeror, provided the Offeror otherwise satisfies the Solicitation's requirements and applicable responsibility requirements.**

For Contracting Team Arrangements, joint ventures, or other permissible teaming arrangements, the Government will evaluate experience in accordance with the applicable requirements governing the use and consideration of the experience of the entities comprising the Offeror. The Offeror shall clearly identify the entity that performed each cited experience and the Offeror's role in that performance.

Completed projects involving substantial responsibility and services similar to the PWS requirements will generally be considered more relevant than incomplete projects or projects in which the Offeror had limited responsibility.

Experience performed by an individual employee for a prior employer will not be treated as corporate experience of the current Offeror unless the work was performed by the proposing entity.

FACTOR 3—INSPECTORS LOCATED IN GENERAL GEOGRAPHIC AREA OF PROJECT(S)

The Government will evaluate the Offeror's ability to provide inspection support throughout each proposed region.

The Government will consider:

1. Geographic distribution of proposed inspectors;
2. Primary and backup inspector coverage;
3. States and FHA zones proposed to be supported;
4. Relationship of inspector locations to historical demand;
5. Availability of sufficient personnel to support concurrent assignments;
6. Ability to minimize unnecessary travel while maintaining timely performance;
7. Experience performing inspection work within the proposed region; and
8. The overall adequacy and resilience of the proposed regional coverage.

Higher ratings will be assigned to proposals demonstrating comprehensive geographic coverage, adequate primary and backup staffing, and a credible relationship between inspector locations and anticipated workload.

The Government may give greater consideration to coverage in geographic areas with historically higher inspection demand.

The Government will evaluate geographic coverage under this factor based on the information submitted specifically for this factor. The Government will not separately evaluate geographic coverage under the Personnel or Past Performance factors.

If an Offeror proposes the same personnel for multiple regions, the Government will consider whether the proposed allocation of those personnel creates a risk to the Offeror's ability to provide sufficient coverage in each proposed region.

The Government may determine that an Offeror has not demonstrated sufficient capacity to support all proposed regions if the proposed personnel are insufficient to support the anticipated workload across those regions.

FACTOR 4—PAST PERFORMANCE

The Government will evaluate the Offeror's recent and relevant past performance to assess the Government's confidence that the Offeror will successfully perform the contract.

Past performance will be evaluated based on:

1. Recency;
2. Relevance;
3. Magnitude;
4. Quality;
5. Sufficiency of performance history; and
6. Overall performance risk.

Recency

Generally, the Government will consider past performance performed within the three (3) years preceding the proposal submission deadline.

Relevance

Relevant past performance is performance involving services similar to the requirements of this solicitation, including, as applicable:

- construction inspection;
- multifamily housing inspection;
- construction administration;

- HUD or comparable Federal housing programs;
- geographically dispersed inspection services;
- high-volume inspection workloads;
- management of geographically dispersed personnel; and
- performance requiring timely inspection or reporting deliverables.

In determining relevancy, the Government will consider the extent to which the prior performance is similar to the requirements of this solicitation with respect to scope, complexity, magnitude, geographic scope, workload, and other relevant characteristics.

For an IDIQ reference, the Government will evaluate the identified task order(s) and the actual work performed under those task order(s). The Government will not assume that the full scope, ceiling, or potential quantity of an IDIQ contract was performed merely because the offeror held the IDIQ contract.

The Government may consider additional past-performance information obtained from other sources, consistent with the solicitation and applicable acquisition regulations.

Magnitude will be assessed based on the similarity of the volume, scope, complexity, and level of responsibility of the prior work to the requirements of this solicitation.

For purposes of this evaluation, **“magnitude” means the overall scale and workload of the prior requirement, as demonstrated by relevant characteristics such as the number and volume of services performed, number of concurrent or recurring assignments, geographic scope, size and distribution of the workload, and other characteristics that reasonably bear upon the contractor's demonstrated capability to perform the requirements contemplated by this solicitation.**

Magnitude is not limited to, and will not be determined solely by, the dollar value of a prior contract. The Government may consider the dollar value of prior work when relevant, but no predetermined dollar-value threshold is required for a prior effort to be considered relevant.

The Government will evaluate the totality of the circumstances when determining relevancy. A prior requirement need not be identical to, or exactly the same size as, the requirement contemplated by this solicitation to be considered relevant. Similarly, a prior requirement will not be deemed irrelevant solely because it differs in one characteristic where other characteristics demonstrate meaningful similarity to the current requirement.

The Government will consider whether the offeror's prior performance demonstrates the capability to successfully perform construction inspection services of the type, complexity, geographic scope, and workload contemplated by this solicitation.

Quality

For relevant past performance, the Government may consider:

1. Technical quality;
2. Schedule compliance and timeliness;
3. Cost control, where applicable;
4. Business relations and customer satisfaction;
5. Management of personnel;
6. Reporting quality;
7. Integrity and business ethics; and
8. Overall performance risk.

The Government may obtain and consider information from customer references, CPARS, questionnaires, interviews, and other reasonably available sources.

The Government may consider past performance of the prime contractor and significant proposed subcontractors or team members whose work is material to successful contract performance.

An Offeror with no relevant past performance history shall receive a **Neutral/Unknown Risk/Neutral Confidence** assessment. A neutral assessment will neither be treated as favorable nor unfavorable relative to an Offeror with relevant past performance.

An Offeror that fails to provide required past performance information may be evaluated based on the information available to the Government and may be determined to have failed to comply with the solicitation requirements.

If the Government identifies adverse past performance information that was not previously known to the Offeror, the Government may provide the Offeror an opportunity to respond when required or otherwise appropriate under applicable acquisition procedures.

(b) Technical Evaluation Rating Methodology

The Government will evaluate each technical factor using the following adjectival ratings and associated performance risk assessments.

1. Excellent / Very Low Risk

The proposal demonstrates an exceptional approach and understanding of the requirements and provides a very high degree of confidence that the Offeror will successfully perform the contract.

The proposal may contain strengths and contains no weaknesses, significant weaknesses, or deficiencies.

2. Good / Low Risk

The proposal demonstrates a sound approach and understanding of the requirements and provides a high degree of confidence that the Offeror will successfully perform the contract.

The proposal may contain strengths and may contain weaknesses that are not significant. No deficiencies exist.

3. Fair / Medium Risk

The proposal demonstrates an acceptable approach and understanding of the requirements and provides some confidence that the Offeror will successfully perform the contract.

The proposal contains no deficiencies but may contain one or more significant weaknesses, or a combination of weaknesses, that increases the risk of unsuccessful performance.

4. Marginal / High Risk

The proposal demonstrates a limited approach or understanding of the requirements and provides a low degree of confidence in successful performance.

The proposal contains multiple weaknesses or significant weaknesses that increase the risk of unsuccessful performance but does not contain a deficiency requiring rejection.

5. Unacceptable / Very High Risk

The proposal contains one or more deficiencies, or significant weaknesses or a combination of weaknesses sufficient to indicate a lack of understanding of the requirements or an unacceptable risk of unsuccessful performance.

An unacceptable proposal is not eligible for award unless the solicitation or applicable acquisition procedures permit otherwise and the Government determines otherwise.

(c) Strengths, Weaknesses, Significant Weaknesses, and Deficiencies

The Government may identify strengths, weaknesses, significant weaknesses, deficiencies, and performance risk in evaluating each technical factor.

Strength

A **strength** is an aspect of an Offeror's proposal that exceeds a stated solicitation requirement or provides a meaningful benefit to the Government and increases the likelihood of successful contract performance.

Merely meeting a minimum solicitation requirement does not, by itself, constitute a strength.

Weakness

A **weakness** is a flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness

A **significant weakness** is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

Deficiency

A **deficiency** is a material failure to meet a solicitation requirement or a material failure to provide information necessary for evaluation.

(d) Regional Ranking and Identification of Highly Qualified Offerors

The Government will evaluate and rate Offerors separately for each proposed region.

After completing the technical evaluation, the Government will rank Offerors within each region based on their evaluated technical ratings and the relative importance of the technical factors.

The Government intends to identify up to three highly qualified Offerors in each region for discussions, negotiations, and award consideration, if three or more technically qualified Offerors exist.

The Government will first consider Offerors receiving an **Excellent/Very Low Risk** rating.

If fewer than three qualified Offerors receive an Excellent/Very Low Risk rating, the Government may consider Offerors receiving a **Good/Low Risk** rating.

If necessary, the Government may continue to consider lower-rated Offerors in descending order of rating until the Government identifies the intended number of highly qualified Offerors.

An Offeror receiving a lower adjectival rating will not be ranked ahead of an Offeror receiving a higher adjectival rating solely because the lower-rated Offeror has a lower price.

When two or more Offerors have comparable technical ratings within a rating category, the Government may consider the relative order of importance of the technical factors and the underlying evaluation findings to determine ranking.

The Government reserves the right to identify fewer than three highly qualified Offerors in a region if fewer than three Offerors demonstrate the required level of technical capability.

(e) Discussions and Negotiations

Any discussions or negotiations, if conducted, will be conducted in accordance with the solicitation's applicable provisions and FAR requirements and will not constitute a separate evaluation phase unless expressly stated otherwise.

(f) Price Evaluation

The Government will evaluate proposed firm-fixed unit prices for reasonableness using appropriate price-analysis techniques and the information submitted in accordance with the solicitation and RFO 52.215-20.

The Government may consider:

1. Comparison of proposed unit prices among Offerors;
2. Comparison with historical prices paid or other appropriate Government pricing information;
3. Comparison with independent Government estimates, where available;
4. The Offeror's supporting pricing information;
5. The Offeror's proposed labor mix, labor hours, travel assumptions, and other cost elements, where appropriate; and
6. Other appropriate price-analysis techniques permitted by applicable acquisition regulations.

The Government will calculate a Total Evaluated Price using the Best Estimated Quantities stated in the solicitation.

The Best Estimated Quantities are for evaluation purposes only and do not represent guaranteed quantities or a commitment by the Government to order any particular quantity of services.

The Government will evaluate price using the Best Estimated Quantities (BEQs) identified in the Total Evaluated Price Workbook. For each offeror, the Government will multiply the proposed firm-fixed unit price for each LIN by the corresponding BEQ and sum the extended prices to calculate the offeror's Total Evaluated Price. The resulting Total Evaluated Price will be used to evaluate and compare offerors' proposed prices.

The Government will evaluate each Offeror's proposed prices using the quantities and methodology identified in the Price Evaluation Workbook. The evaluated price will include the applicable Transition-In and Transition-Out CLINs and the BEQ-based evaluation of the construction inspection services.

For an incumbent Offeror, the Transition-In CLIN will be evaluated at \$0.00 because the incumbent will not be required to transition into its own continuing performance. For a non-incumbent Offeror, the proposed Transition-In price will be included in the evaluated price.

The Transition-Out CLIN will be included in the evaluated price for all Offerors.

The Government may evaluate the option to extend services under FAR/RFO 52.217-8 in accordance with the pricing methodology stated in the solicitation.

A price that is low in comparison with other proposed prices will not, by itself, establish that the price is unreasonable.

The Government may consider an Offeror's supporting pricing information when determining whether the proposed unit prices are fair and reasonable.

The Government reserves the right to perform a cost realism analysis when permitted by applicable acquisition regulations and the solicitation; however, the Government is not obligated to perform a cost realism analysis.

(g) Best-Value Determination

The Government will make award to the responsible Offeror or Offerors whose proposals conform to the solicitation requirements and represent the best value to the Government.

Technical factors, when combined, are significantly more important than price. Accordingly, the Government may select a higher-priced proposal when the technical advantages and associated reduction in performance risk are determined to provide benefits that justify the additional price.

The Government will document the basis for its selection, including any tradeoffs considered among technical capability, past performance, price, and performance risk.

The Government may make up to three awards within each region, if three responsible and technically qualified Offerors offering fair and reasonable prices exist.

The Government will use a Tradeoff source selection process in accordance with FAR 15.101-1. The Government will evaluate proposals based on the evaluation factors and significant subfactors identified in this solicitation and their stated relative importance.

The Government will consider the relative merits of each proposal, including evaluated price and non-price factors, in determining the proposal that represents the best value to the Government. The Government may award to other than the lowest-priced offeror when the benefits associated with a higher-rated proposal merit the additional price. Similarly, the Government is not required to award to the highest technically rated offeror if another proposal provides a more advantageous overall value.

The Source Selection Authority will make an integrated assessment of the proposals and determine which proposal represents the best value based on the stated evaluation factors and the tradeoffs among those factors.

If fewer than three responsible, technically qualified Offerors offering fair and reasonable prices exist within a region, the Government reserves the right to make fewer than three awards, including no award.

(End of Provision)

Adjectival Ratings for

Past Performance Evaluation Factors
Best Value Trade Off Acquisition

The following adjectival ratings provide a standardized means to evaluate proposals for past performance factors:

Rating	Sufficiency
Excellent/Very Low Risk/Very High Confidence	Offeror provided sufficient quantity of recent, very relevant, high-quality references for the prime contractor and significant
Good/Low Risk/High Confidence	The combination of recent references provided for the prime contractor and significant subcontractors were of sufficient relevancy and quality to assure performance of
Satisfactory/Medium Risk/Some Confidence	The combination of recent references provided for the prime contractor and significant subcontractors provide some assurances of future
Neutral/Unknown Risk/Neutral Confidence	Offeror had no prime or substantial subcontractor references that met the recency test or stated they had no recent, relevant
Poor/Very High Risk/Low Confidence	Offeror had poor references for the prime or substantial subcontractor or provided insufficient references to obtain a
Unsatisfactory/Very High Risk/Very Low Confidence	Offeror failed to address the factor or references were recent and relevant but indicated unsatisfactory

The Government will consider the **quality and relevance of the references rather than the number of references alone**. A large number of references that are not sufficiently recent, relevant, or informative will not necessarily result in a higher rating.

Where a significant subcontractor will perform a substantial portion of the requirement, the Government may consider the subcontractor's past performance in assessing the Offeror's overall performance risk and confidence.

PRICE EVALUATION METHODOLOGY

a) The following represents the price evaluation methodology as stipulated in the solicitation:

The government will select up to **three of the most highly Qualified Offerors** who demonstrated competence and qualifications within each region for negotiations and consideration of three awards. The government will evaluate the three highest qualified offeror's Price Proposal firm-fixed unit prices, supporting pricing data and data other than pricing data to determine fair and reasonable prices first. The government will evaluate the reasonableness of the offered unit prices using the price analysis techniques identified in RFO 15.404-1 (b) and the offeror's data and information included in RFO 52.222-46 "Evaluation of Compensation for Professional Employees." And 52.215-20- "Requirements for Certified Cost or Pricing Data and Data Other than Cost or Pricing . If the government cannot negotiate a fair and reasonable priced contract with two of the three highly qualified firms, then the government will negotiate with less qualified interested firms.

(c) Notice of award. A written notice of award or acceptance of an offer 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.

METHODOLOGY FOR AWARD FOR ACQUISITION

The following represents the methodology for award as stipulated in the solicitation:

1. The government intends to make award to responsible (RFO 9.104), highly qualified offerors, whose offer conforms to the solicitation requirements, and prices are determined fair and reasonable. HUD reserves the right to hold discussions.

The Government will use a Tradeoff source selection process in accordance with FAR 15.101-1. The Government will evaluate proposals based on the evaluation factors and significant subfactors identified in this solicitation and their stated relative importance.

The Government will consider the relative merits of each proposal, including evaluated price and non-price factors, in determining the proposal that represents the best value to the Government. The Government may award to other than the lowest-priced offeror when the benefits associated with a higher-rated proposal merit the additional price. Similarly, the Government is not required to award to the highest technically rated offeror if another proposal provides a more advantageous overall value.

The Source Selection Authority will make an integrated assessment of the proposals and determine which proposal represents the best value based on the stated evaluation factors and the tradeoffs among those factors.

An offeror whose proposal does not conform to the solicitation requirements will not be considered for award, unless no other highly qualified offeror's proposal conforms.

2. If the government determines three or more highly qualified firms do not exist within a region, the government reserves the right to make less than three awards, including no award at all.

(End of provision)

RFO 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN COST OR PRICING DATA. (NOV 2025) - ALTERNATE III (NOV 2025) AND ALTERNATE IV (NOV 2025)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

- i. Offerors shall submit firm-fixed unit prices into Table 1 “PRICE SCHEDULE FOR INSPECTIONS,” and in the format requested in Attachment 10 “Total Evaluated Price Workbook” of this solicitation, consistent with the requirements set forth in the PWS. All dollar amounts proposed must be rounded to the nearest dollar by each offeror; if any rounding is overlooked, the government may round all dollars to the nearest dollar. For purposes of evaluating the price of exercising the potential 6-month extension of services using RFO clause 52.217-8, Option to Extend Services, 50% of the final option year (six months) value will be added to the total proposed amount for evaluating pricing only. This addition is for price evaluation purposes only. All dollar amounts proposed must be rounded to the nearest dollar by each offeror; if any rounding is overlooked, the government may round all dollars to the nearest dollar.

In the corresponding region worksheet represent the Total Estimated Price (TEP) dollar value calculation by summing the multiplied value of Best Estimated Quantities for each of the five years plus the option to extend up to six months and transitional site visits with each vendor’s corresponding Firm Fixed unit price. This amount will not be included in the total aggregate value of the resulting contract. This addition is for price evaluation purposes only.

- ii. The offeror must show the application of their proposed mathematical formulas used for the unit prices in an excel workbook; an offeror must describe the pricing sources, facts, judgmental factors, assumptions and rationale used for developing the inputs into the mathematical formulas in a Price Proposal document. The mathematical breakdown of their total unit price must reflect labor categories, labor rates, number of hours for tasks, materials, and any other costs (separate travel effort from the task effort) that make up the bottom-line price and necessary to permit an adequate evaluation of the proposed price in accordance with RFO 15.403. In regard to RFO 15.403- (b)(2), the government reserves the right to perform a cost realism analysis but is not obligated to do so. The pricing data and supporting information should be sufficient for an adequate evaluation and support the offeror's Technical Proposal, such as location of qualified personnel in relation to travel effort and costs.
- iii. The offeror shall submit a copy of its draft Quality Control Plan that would be used if received an award as a post award deliverable. This plan will be used to support the proposed quality and effort used in establishing their proposed prices. The government will evaluate the proposed quality effort in terms of reasonableness and consistency with the proposed use of qualified personnel.

PRICE SCHEDULE FOR INSPECTIONS

The contractor must provide all equipment, management, materials, supervision, supplies, travel, and other items and services necessary to coordinate, perform, schedule, and assure effective performance of construction inspections for MF properties according to the terms and conditions of the contract. The unit price for each of the Contract Line Item Number (CLIN) in the following table must include all managerial, technical and clerical services, materials, supplies, reviews, reports, communications, HUD tasks, time, travel, printing, photographic expenses, postage, courier fees and other fees related to the delivery of information to HUD, general oversight, general and administrative costs, fringe benefits, and profit/fee.

CLIN Pricing (**TBD at Award **)

Description	CLINs			NE	SE	SW	W	MW
Construction Inspections or HUD scheduled Preconstruction meeting - Base Year; Ordering Period: Effective date of Contract to One Year Thereafter	1	BEQs	In-person	1,200	1,500	2,200	1,200	500
		Unit Prices	In-person					
		Total Σ (BEQ * \$)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Inspections or HUD scheduled Preconstruction meeting - Year 2; Ordering Period: Effective One Year after date of Contract to Two Years Thereafter	2	BEQs	In-person	1,200	1,500	2,200	1,200	500
		Unit Prices	In-person					
		Total Σ (BEQ * \$)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Inspections or HUD scheduled Preconstruction meeting - Year 3; Ordering Period: Effective Two Years after date of Contract to Three Years Thereafter	3	BEQs	In-person	1,200	1,500	2,200	1,200	500
		Unit Prices	In-person					
		Total Σ (BEQ * \$)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Inspections or HUD scheduled Preconstruction meeting-	4	BEQs	Total Virtual	1,200	1,500	2,200	1,200	500

Year 4; Ordering Period: Effective Three Years after date of Contract to Four Years Thereafter			In-person					
		Unit Prices	Virtual In-person					
		Total Σ (BEQ * \$)		\$	\$	\$	\$	\$
Construction Inspections or HUD scheduled Preconstruction meeting - Year 5; Ordering Period: Effective Four Years after date of Contract to Five Years Thereafter	5	BEQs	Total Virtual In-person					
				1,200	1,500	2,200	1,200	500
		Unit Prices	Virtual In-person					
		Total Σ (BEQ * \$)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transition In-Out Site Visits, no inspections performed; if inspections are performed use inspection CLIN								
	6	BEQs		130	246	308	126	38
		Unit Prices						
		CLIN 6 Total						
Grand Total: Cumulative Sum (Σ) of CLIN Totals [Best Estimated Quantity (BEQ) * Unit Prices], for Contract Award(s)								

*The government's best estimated quantity of Construction Inspections represents the estimated quantity to be ordered over the ordering periods of the contract; the best estimate quantities are estimates only and are not purchased by this contract.

According to RFO 16.504-5(b) the minimum and maximum quantity limits the amount the government may order under the subject contract. Ordering the stated minimum quantity shall serve as full consideration for the government's liability under this contract, and the government shall be in no obligation to conduct further ordering of services from the named contractor beyond the stated minimum quantity of services. In no event can the government ordered amount exceed the maximum quantity. If a contractor receives an awarded contract for more than one region, than the minimum and maximum amount will be combined total of both regions.

- iv. The offeror must show the application of their proposed mathematical formulas used for the unit prices in an excel workbook; an offeror must describe the pricing sources, facts, judgmental factors, assumptions, and rationale used for developing the inputs into the mathematical formulas in a Price Proposal document. The mathematical break down of their total unit price must reflect labor categories, labor rates, number of hours for tasks, materials, and any other costs (separate travel effort from the task effort) that make up the bottom-line price and necessary to permit an adequate evaluation of the proposed price in accordance with RFO 15.403-3. In regard to RFO 15.403-1 (B)(2), the government reserves the right to perform a cost realism analysis but is not obligated to do so. The pricing data and supporting information should be sufficient for an adequate evaluation and support the offeror's Technical Proposal, such as location of qualified personnel in relation to travel effort and costs.

HUDAR PROVISIONS

HUDAR 2452.209-70 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST. (FEB 2000)

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

(b) The nature of the potential conflict of interest is

The contractor, subcontractor (including consultants), or any of their employees, must not have any financial interests, direct or indirect, with any HUD multifamily (MF) property assigned to this contract.

- A contractor or subcontractor (including consultants) firm, or current or former employees, shall not perform any inspections or service required under this contract for any projects if they participated in:
 - Any construction work on an assigned project;
 - Any design of the construction project;
 - Serving as the Supervisory Architect on the assigned project.
- The contractor must not enter into a situation or subcontract with any entity where there exists an identity-of-interest. Identity-of-interest means any relationship (generally based on family ties and/or financial interests) that exists which could give rise to a presumption that the parties to the transaction may not operate at arms-length in establishing the cost or the acceptability of the service to be provided. For example, the contractor is prohibited from inspecting a project that was developed or designed by a family member. Identity-of-interest may exist with a contractor or subcontractor (including consultant), who provides Construction or Architectural services for a property owner, even when property is not assigned as a project under this contract.

- The Contractor shall not employ or subcontract with any person who is a current or former civilian employee of the U.S. Government if the employment of that person would create a conflict of interest, an appearance of any conflict, or otherwise conflict with Department restrictions.

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

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

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

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

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

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

(end of provision)

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:

**Francine Hemphill,
Chief Procurement Officer,
U.S. Department of Housing and Urban Development,
451 7th Street SW, Washington DC 20410**

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").

(end of provision)

AGENCY SPECIFIC PROVISIONS

HUD AS-2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES

If the bidder/offeror is required to complete an OMB Standard Form LLL, Disclosure of Lobbying Activities (see FAR 52.203-11 “Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions”), the offeror may obtain the form from HUD’s internet homepage at:

<https://www.hudexchange.info/resource/308/hud-form-sflll/>. Or the offeror may obtain the form from GSA’s website at: <https://www.gsa.gov/reference/forms#SF>.