

EPA-APPROVED NEBRASKA REGULATIONS

Nebraska citation	Title	State effective date	EPA approval date	Explanation
<b>STATE OF NEBRASKA</b> <b>Department of Environmental Quality</b> <b>Title 129—Nebraska Air Quality Regulations</b>				
129-4	Ambient Air Quality Standards.	8/18/08	5/28/15, [ <i>Insert Federal Register citation</i> ].	This revision to Chapter 4 repeals the annual National Ambient Air Quality Standard (NAAQS) for PM <sub>10</sub> and adopts the Federal 24-hour NAAQS for PM <sub>2.5</sub> . The standard was reduced from 65 to 35 micrograms per cubic meter by EPA on December 18, 2006.

\* \* \* \* \* (e) \* \* \*

EPA-APPROVED NEBRASKA NONREGULATORY PROVISIONS

Name of nonregulatory SIP provision	Applicable geographic area or nonattainment area	State submittal date	EPA approval date	Explanation
(28) Section 110(a)(2) Infrastructure Requirements for the 1997 and 2006 PM <sub>2.5</sub> NAAQS.	Statewide	4/3/2008, 8/29/2011	5/28/2015, [ <i>Insert Federal Register citation</i> ].	This action addresses the following CAA elements: 110(a)(2)(A), (B), (C), (D)(i)(II), (D)(ii), (E), (F), (G), (H), (J), (K), (L), and (M).

[FR Doc. 2015-12811 Filed 5-27-15; 8:45 am]  
 BILLING CODE 6560-50-P

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**48 CFR Parts 2404, 2406, 2408, 2409, 2411, 2415, 2427, 2428, 2432, 2437, 2444, 2452**

[Docket No. FR-5814-P-01]

RIN 2501-AD73

**Amendments to the HUD Acquisition Regulation (HUDAR)**

**AGENCY:** Office of the Chief Procurement Officer, HUD.

**ACTION:** Proposed rule.

**SUMMARY:** This proposed rule would amend the HUDAR to implement miscellaneous changes necessary to update the HUDAR. These changes include a correction to the designation of Source Selection Authorities, limited delegation of Head of Contracting Activity authorities, incorporation of the HUDAR Matrix, addition of new clauses, certain administrative corrections, and incorporation of

Alternates to various clauses to allow for electronic invoicing.

**DATES:** *Comment due date:* July 27, 2015.

**ADDRESSES:** Interested persons are invited to submit comments regarding this proposed rule to the Regulations Division, Office of General Counsel, Department of Housing and Urban Development, 451 7th Street SW., Room 10276, Washington, DC 20410-0500.

Communications must refer to the above docket number and title. There are two methods for submitting public comments. All submissions must refer to the above docket number and title.

1. *Submission of Comments by Mail.* Comments may be submitted by mail to the Regulations Division, Office of General Counsel, Department of Housing and Urban Development, 451 7th Street SW., Room 10276, Washington, DC 20410-0500.

2. *Electronic Submission of Comments.* Interested persons may submit comments electronically through the Federal eRulemaking Portal at [www.regulations.gov](http://www.regulations.gov). HUD strongly encourages commenters to submit comments electronically. Electronic submission of comments allows the commenter maximum time to prepare

and submit a comment, ensures timely receipt by HUD, and enables HUD to make them immediately available to the public. Comments submitted electronically through the [www.regulations.gov](http://www.regulations.gov) Web site can be viewed by other commenters and interested members of the public. Commenters should follow the instructions provided on that site to submit comments electronically.

**Note:** To receive consideration as public comments, comments must be submitted through one of the two methods specified above. Again, all submissions must refer to the docket number and title of the rule.

*No Facsimile Comments.* Facsimile (FAX) comments are not acceptable.

*Public Inspection of Public Comments.* All properly submitted comments and communications submitted to HUD will be available for public inspection and copying between 8 a.m. and 5 p.m. weekdays at the above address. Due to security measures at the HUD Headquarters building, an advance appointment to review the public comments must be scheduled by calling the Regulations Division at 202-708-3055 (this is not a toll-free number). Individuals with speech or hearing impairments may access this number

via TTY by calling the Federal Relay Service, toll-free, at 800-877-8339. Copies of all comments submitted are available for inspection and downloading at [www.regulations.gov](http://www.regulations.gov).

**FOR FURTHER INFORMATION CONTACT:** Lisa D. Maguire, Assistant Chief Procurement Officer for Policy, Systems and Risk Management, Office of the Chief Procurement Officer, Department of Housing and Urban Development, 451 7th Street SW., Washington, DC 20410; telephone number 202-708-0294 (this is not a toll-free number) and fax number 202-708-8912. Persons with hearing or speech impairments may access Ms. Maguire's telephone number via TTY by calling the toll-free Federal Relay Service at 800-877-8339.

**SUPPLEMENTARY INFORMATION:**

**I. Background**

The uniform regulation for the procurement of supplies and services by federal departments and agencies, the Federal Acquisition Regulation (FAR), was promulgated on September 19, 1983 (48 FR 42102). The FAR is codified in title 48, chapter 1, of the Code of Federal Regulations. HUD promulgated its regulation to implement the FAR on March 1, 1984 (49 FR 7696).

The HUDAR (title 48, chapter 24 of the Code of Federal Regulations) is prescribed under section 7(d) of the Department of HUD Act (42 U.S.C. 3535(d)); section 205(c) of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 121(c)); and the general authorization in FAR 1.301. The HUDAR was last revised by final rule published on December 10, 2012 (77 FR 73524), and a subsequent correcting amendment published on August 15, 2013 (78 FR 49697).

**II. This Proposed Rule**

This proposed rule would amend the HUDAR at 48 CFR chapter 24, as follows:

The rule proposes several administrative corrections, including: Revising section 2404.7001 to refer to the correct contract clause 2452.204-70, "Preservation of, and Access to, Contract Records (Tangible and Electronically Stored Information (ESI) Formats)," and removing the title and redesignating the clause that is codified at section 2432.705-70 as 2432.705-70(a).

In part 2406, the rule would add section 2406.303 which requires the use of HUD Form 24012<sup>1</sup> for justifications for other than full and open competition, and section 2406.304(a)(3),

which designates the HUD Deputy Chief Procurement Officer as the responsible official with the authority to approve, in writing, justifications for other than full and open procurements for proposed contracts over \$12.5 million, but not exceeding \$62.5 million.

In part 2408, this rule would add subpart 2408.4, "Federal Supply Schedules," and, in that subpart, would add section 2408.405-6(c)(2), which requires the use of HUD form 24013 for justifications for limiting sources exceeding the simplified acquisition threshold when using the Federal Supply Schedules.<sup>2</sup> This rule would also add section 24(d)(3) which designates the HUD Deputy Chief Procurement Officer as the responsible official with the authority to approve, in writing, justifications for Limited Source considerations for proposed Federal Supply Schedule order or Blanket Purchase Agreement (BPA) with an estimated value exceeding \$12.5 million, but not exceeding \$62.5 million.

In part 2409, this rule would add subpart 2409.1, entitled "Responsible Prospective Contractors," and, within that subpart, section 2409.105, "Procedures," which includes information to be collected in determining financial responsibility.

This rule would also:

Revise section 2415.303(a) to HUDAR section 2415.303(a)(1) and, except for those acquisitions identified in HUDAR section 2415.303(a)(2), designate HUD Assistant Secretaries, or their equivalent, as the Source Selection Authorities for selections made using the tradeoff process and to allow Assistant Secretaries to delegate this function to other departmental officials;

Add section 2415.303(a)(2) to designate HUD's General Counsel as the Source Selection Authority, regardless of contract amount, in all Headquarters procurements for legal services, unless the General Counsel specifically designates another agency official to perform that function;

Clarify section 2415.305(a)(5) to apply to Best Value Tradeoff technical evaluations;

Add part 2444 and, within that part, section 2444.204 entitled "Subcontracting Policies and Procedures"; and

Codify a class deviation approved by HUD's Chief Procurement Officer dated April 10, 2013 to add Alternate 1 to clauses 2452.232-70 and 2452.232-71.

In part 2452, the proposed rule would:

Add clause 2452.232-74, entitled "Not to Exceed Limitation," and, in part 2432, add a reference to that clause and requirements regarding its use at section 2432.705;

Revise clause 2452.237-77(c)(1)(A) to change "21 days per month" to "number of business days in the month";

Add clause 2452.237-79, "Post-Award Conference," and a reference to that clause and requirements regarding its use at section 2437.110(e)(5);

Add clause 2452.237-81, "Labor Categories, Unit Prices Per Hour and Payment," and a reference to that clause and requirements regarding its use at section 2437.110(e)(6);

Add section 2452.244-70, "Consent to Subcontract," and a reference to that clause and requirements regarding its use at section 2444.204; and

Incorporate a new HUDAR matrix under subpart 2452.3.

**III. Findings and Certifications**

*Paperwork Reduction Act Statement*

The information collection requirements contained in this proposed rule are currently approved by the Office of Management and Budget (OMB) in accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2535-0091. The information collection requirements for the HUDAR are currently approved by OMB under control number 2535-0091. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

*Unfunded Mandates Reform Act*

Title II of the Unfunded Mandates Reform Act of 1995 (2 U.S.C. 1531-1538) (UMRA) establishes requirements for federal agencies to assess the effects of their regulatory actions on state, local, and tribal governments and the private sector. This rule does not impose any federal mandate on any state, local, or tribal government or the private sector within the meaning of UMRA.

*Regulatory Flexibility Act*

The Regulatory Flexibility Act (RFA) (5 U.S.C. 601 *et seq.*) generally requires an agency to conduct a regulatory flexibility analysis of any rule subject to notice and comment rulemaking requirements, unless the agency certifies that the rule will not have a significant economic impact on a substantial

<sup>1</sup> See <http://portal.hud.gov/hudportal/documents/huddoc?id=24012.pdf>.

<sup>2</sup> See [http://www.acquisition.gov/far/html/Subpart%2038\\_1.html#wp1075980](http://www.acquisition.gov/far/html/Subpart%2038_1.html#wp1075980).

number of small entities. This proposed rule makes technical changes to existing contracting procedures and does not make any major changes that would significantly impact businesses. Accordingly, the undersigned certifies that this rule will not have a significant economic impact on a substantial number of small entities.

Notwithstanding HUD's determination that this rule will not have a significant economic impact on a substantial number of small entities, HUD specifically invites comments regarding less burdensome alternatives to this rule that will meet HUD's objectives as described in this preamble.

#### *Environmental Impact*

This proposed rule does not direct, provide for assistance or loan and mortgage insurance for, or otherwise govern or regulate real property acquisition, disposition, leasing, rehabilitation, alteration, demolition, or new construction, or establish, revise, or provide for standards for construction or construction materials, manufactured housing, or occupancy. Accordingly, under 24 CFR 50.19(c)(1), this proposed rule is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321).

#### *Executive Order 13132, Federalism*

Executive Order 13132 (entitled "Federalism") prohibits an agency from publishing any rule that has federalism implications if the rule imposes substantial direct compliance costs on state and local governments and is not required by statute, or the rule preempts state law, unless the agency meets the consultation and funding requirements of section 6 of the Executive Order. This proposed rule would not have federalism implications and would not impose substantial direct compliance costs on state and local governments or preempt state law within the meaning of the Executive Order.

#### **List of Subjects**

##### *48 CFR Part 2404*

Government procurement.

##### *48 CFR Part 2406*

Government procurement.

##### *48 CFR Part 2408*

Government procurement.

##### *48 CFR Part 2409*

Government Procurement

##### *48 CFR Part 2411*

Government Procurement.

##### *48 CFR Part 2415*

Government procurement.

##### *48 CFR Part 2432*

Government procurement.

##### *48 CFR Part 2437*

Government procurement.

##### *48 CFR Part 2444*

Government procurement.

##### *48 CFR Part 2452*

Government procurement.

For the reasons discussed in the preamble, and pursuant to the authority under 42 U.S.C. 3535(d), HUD proposes to amend 48 CFR chapter 24 as follows:

#### **PART 2404—ADMINISTRATIVE MATTERS**

■ 1. The authority citation for part 2404 continues to read as follows:

**Authority:** 42 U.S.C. 3535(d).

##### **Subpart 2404.7—Contractor Records Retention**

■ 2. Revise section 2404.7001 to read as follows:

##### **2404.7001 Contract clause.**

The contracting officer shall insert the clause at 2452.204–70, "Preservation of, and Access to, Contract Records (Tangible and Electronically Stored Information (ESI) Formats)," in all solicitations and contracts exceeding the simplified acquisition threshold. The contracting officer shall use the basic clause with its Alternate I in cost-reimbursement type contracts. The contracting officer shall use the basic clause with its Alternate II in labor-hour and time-and-materials contracts.

#### **PART 2406—COMPETITION REQUIREMENTS**

■ 3. The authority citation for part 2406 is revised to read as follows:

**Authority:** 40 U.S.C. 121(c); 41 U.S.C. 3301 *et seq.*; 42 U.S.C. 3535(d).

##### **Subpart 2406.3—Other Than Full and Open Competition**

■ 4. Add section 2406.303 to read as follows:

##### **2406.303 Justifications.**

Justifications for Other Than Full and Open Competition must be prepared and approved using the latest version of HUD Form 24012.

■ 5. Add paragraph (a)(3) to section 2406.304 to read as follows:

##### **2406.304 Approval of the justification.**

(a)(3) HUD's Chief Procurement Officer, as the Head of Contracting Activity, has delegated the authority to the Deputy Chief Procurement Officer to approve, in writing, justifications for other than full and open competition procurements for proposed contracts over \$12.5 million, but not exceeding \$62.5 million.

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#### **PART 2408—REQUIRED SOURCES OF SUPPLIES AND SERVICES**

■ 6. The authority citation for part 2408 is revised to read as follows:

**Authority:** 40 U.S.C. 121(c); 42 U.S.C. 3535(d).

■ 7. Add subpart 2408.4 to read as follows:

##### **Subpart 2408.4—Federal Supply Schedules**

##### **2408.404 Pricing.**

(d) Supplies offered on the schedule are listed at fixed prices. Services offered on the schedule are priced either at hourly rates, or at fixed price for performance of a specific task (*e.g.*, installation, maintenance, and repair). GSA has determined the prices of supplies and fixed-price services, and rates for services offered at hourly rates, to be fair and reasonable for the purpose of establishing the schedule contract. GSA's determination does not relieve the ordering activity contracting officer from the responsibility of making a determination of fair and reasonable pricing for individual orders, BPAs, and orders under BPAs. Contracting Officers shall follow the general principles and techniques outlined in FAR Section 15.404–1, Proposal Analysis Techniques, to ensure that the final agreed-to price is fair and reasonable, keeping in mind that the complexity and circumstances of each acquisition should determine the level of detail of the analysis required.

##### **2408.405–6 Limiting sources.**

(c)(2) Justifications for Limiting Sources, under the Federal Supply Schedules when exceeding the simplified acquisition threshold, must be prepared and approved using the latest version of HUD Form 24013.

(d)(3) HUD's Chief Procurement Officer, as the Head of Contracting Activity, has delegated the authority to the Deputy Chief Procurement Officer to approve, in writing, justifications for Limited Source considerations for a proposed Federal Supply Schedule order or Blanket Purchase Agreement (BPA) with an estimated value

exceeding \$12.5 million, but not exceeding \$62.5 million.

## **PART 2409—CONTRACTOR QUALIFICATIONS**

■ 8. The authority citation for part 2409 continues to read as follows:

**Authority:** 40 U.S.C. 121(c); 42 U.S.C. 3535(d).

■ 9. Add subpart 2409.1 to read as follows:

### **Subpart 2409.1—Responsible Prospective Contractors**

#### **2409.105 Procedures.**

(a) The contracting officer shall perform a financial review when the contracting officer does not otherwise have sufficient information to make a positive determination of financial responsibility. In addition, the contracting officer shall consider performing a financial review—

(1) Prior to award of a contract, when—

(A) The contractor is on a list requiring pre-award clearance or other special clearance before award;

(B) The contractor is listed on the Consolidated List of Contractors Indebted to the Government, or is otherwise known to be indebted to the Government;

(C) The contractor may receive Government assets such as contract financing payments or Government property;

(D) The contractor is experiencing performance difficulties on other work; or

(E) The contractor is a new company or a new supplier of the item.

(2) At periodic intervals after award of a contract, when—

(A) Any of the conditions in paragraphs (1)(B) through (1)(E) of this subsection are applicable; or

(B) There is any other reason to question the contractor's ability to finance performance and completion of the contract.

(b) The contracting officer shall obtain the type and depth of financial and other information that is required to establish a contractor's financial capability or disclose a contractor's financial condition. While the contracting officer should not request information that is not necessary for protection of the Government's interests, the contracting officer must insist upon obtaining the information that is necessary. The unwillingness or inability of a contractor to present reasonably requested information in a timely manner, especially information that a prudent business person would be

expected to have and to use in the professional management of a business, may be a material fact in the determination of the contractor's responsibility and prospects for contract completion.

(c) The contracting officer shall obtain the following information to the extent required to protect the Government's interest. In addition, if the contracting officer concludes that information not listed herein is required to determine financial responsibility, that information should be requested. The information must be for the person(s) who are legally liable for contract performance. If the contractor is not a corporation, the contracting officer shall obtain the required information for each individual/joint venturer/partner:

(1) Balance sheet and income statement—

(A) For the current fiscal year (interim);

(B) For the most recent fiscal year and, preferably, for the 2 preceding fiscal years. These should be certified by an independent public accountant or by an appropriate officer of the firm; and

(C) Forecasted for each fiscal year for the remainder of the period of contract performance.

(2) Summary history of the contractor and its principal managers, disclosing any previous insolvencies—corporate or personal, and describing its products or services.

(3) Statement of all affiliations disclosing—

(A) Material financial interests of the contractor;

(B) Material financial interests in the contractor;

(C) Material affiliations of owners, officers, members, directors, major stockholders; and

(D) The major stockholders if the contractor is not a widely-traded, publicly-held corporation.

(4) Statement of all forms of compensation to each officer, manager, partner, joint venturer, or proprietor, as appropriate—

(A) Planned for the current year;

(B) Paid during the past 2 years; and

(C) Deferred to future periods.

(5) Business base and forecast that—

(A) Shows, by significant markets, existing contracts and outstanding offers, including those under negotiation; and

(B) Is reconcilable to indirect cost rate projections.

(6) Cash forecast for the duration of the contract.

(7) Financing arrangement information that discloses—

(A) Availability of cash to finance contract performance;

(B) Contractor's exposure to financial crisis from creditor's demands;

(C) Degree to which credit security provisions could conflict with Government title terms under contract financing;

(D) Clearly stated confirmations of credit with no unacceptable qualifications; and

(E) Unambiguous written agreement by a creditor if credit arrangements include deferred trade payments or creditor subordinations/repayment suspensions.

(8) Statement of all state, local, and Federal tax accounts, including special mandatory contributions, *e.g.*, environmental superfund.

(9) Description and explanation of the financial effect of issues such as—

(A) Leases, deferred purchase arrangements, or patent or royalty arrangements;

(B) Insurance, when relevant to the contract;

(C) Contemplated capital expenditures, changes in equity, or contractor debt load;

(D) Pending claims either by or against the contractor;

(E) Contingent liabilities such as guarantees, litigation, environmental, or product liabilities;

(F) Validity of accounts receivable and actual value of inventory, as assets; and

(G) Status and aging of accounts payable.

(10) Significant ratios such as—

(A) Inventory to annual sales;

(B) Inventory to current assets;

(C) Liquid assets to current assets;

(D) Liquid assets to current liabilities;

(E) Current assets to current liabilities; and

(F) Net worth to net debt.

## **PART 2411—DESCRIBING AGENCY NEEDS**

■ 10. The authority citation for part 2411 is revised to read as follows:

**Authority:** 40 U.S.C. 121(c); 42 U.S.C. 3535(d).

### **Subpart 2411.4—Delivery or Performance Schedules**

#### **2411.404 [Removed]**

■ 11. Remove section 2411.404.

## **PART 2415—CONTRACTING BY NEGOTIATION**

■ 12. The authority citation for part 2415 is revised to read as follows:

**Authority:** 40 U.S.C. 121(c); 41 U.S.C. 3301–3306 and 3105; 42 U.S.C. 3535(d).

**Subpart 2415.2—Solicitation and Receipt of Proposals and Quotations**

- 13. Revise section 2415.209(a)(1) to read as follows:

**2415.209 Solicitation provisions.**

(a)(1) The Contracting Officer shall insert a provision substantially the same as the provision at 2452.215–70, Proposal Content, in all solicitations for negotiated procurements expected to exceed the simplified acquisition limit. The provision may be used in simplified acquisitions when it is necessary to obtain business proposal information in making the award selection. If the proposed contract requires work on, or access to, HUD systems or applications (see the clause at 2452.239–70), the provision shall be used with its Alternate I. When the contracting officer has determined that it is necessary to limit the size of the technical and management portion of offers submitted by offerors, the provision shall be used with its Alternate II.

\* \* \* \* \*

**Subpart 2415.3—Source Selection**

- 14. In section 2415.303, redesignate paragraph (a) as (a)(1); revise the redesignated paragraph; and add section 2415.303(a)(2), all to read as follows:

**2415.303 Responsibilities.**

(a)(1) Except as identified in HUDAR Section 2415.303(a)(2), HUD's Chief Procurement Officer, as the Senior Procurement Executive, designates Assistant Secretaries, or their equivalent, for requiring activities as the Source Selection Authorities for selections made using the tradeoff process. Assistant Secretaries may delegate this function to other departmental officials. This designation also applies to acquisitions not performed under the requirements of FAR Part 15, but utilizing tradeoff analysis.

(a)(2) HUD's Chief Procurement Officer, as the Senior Procurement Executive, designates HUD's Office of General Counsel (OGC) as the Source Selection Authority, regardless of contract amount, in all Headquarters procurements for legal services, unless (s)he specifically designates another agency official to perform that function. Any Headquarters office desiring to procure outside legal services for the Department shall obtain OGC approval before advertising or soliciting proposals for such services. OGC shall determine whether the services are necessary and the extent of OGC involvement in the procurement.

\* \* \* \* \*

- 15. In section 2415.305, revise paragraph (a)(3) to read as follows:

**2415.305 Proposal evaluation.**

(a) \* \* \*

(3) *Technical evaluation when tradeoffs are performed.* The TEP shall rate each proposal based on the evaluation factors specified in the solicitation. The TEP shall identify each proposal as being acceptable, unacceptable but capable of being made acceptable, or unacceptable. A proposal shall be considered unacceptable if it is so clearly deficient that it cannot be corrected through written or oral discussions. Under the tradeoff process, predetermined threshold levels of technical acceptability for proposals shall not be employed. A technical evaluation report, which complies with FAR 15.305(a)(3), shall be prepared and signed by the technical evaluators, furnished to the contracting officer, and maintained as a permanent record in the official procurement file.

**PART 2432—CONTRACT FINANCING**

- 19. The authority citation for part 2432 continues to read as follows:

**Authority:** 31 U.S.C. 3901–3905; 40 U.S.C. 121(c); 42 U.S.C. 3535(d).

**Subpart 2432.7—Contract Funding**

- 16. Revise section 2432.705 to read as follows and remove section 2432.705–70:

**2432.705 Contract clauses.**

(a) The contracting officer shall insert the clause at 2452.232–72, “Limitation of Government’s Obligation,” in solicitations and resultant incrementally funded fixed-price contracts as authorized by 2432.703–1. The contracting officer shall insert the information required in the table in paragraph (b) and the notification period in paragraph (c) of the clause.

(b) The contracting officer shall insert the clause at 2452.232–74, “Not To Exceed Limitation” in all solicitations and contracts where the total estimated funds needed for the performance period are not yet obligated.

**2432.705–70 [Removed]****PART 2437—SERVICE CONTRACTING**

- 17. The authority citation for part 2437 continues to read as follows:

**Authority:** 40 U.S.C. 121(c); 42 U.S.C. 3535(d).

**Subpart 2437.1—Service Contracts—General**

- 18. Revise section 2437.110(e)(2); add paragraphs 2437.111(e)(5) and (e)(6); all to read as follows:

**2437.110 Solicitation provisions and contract clauses.**

(e)(1) \* \* \*

(2) The Contracting Officer shall insert the clause at 2452.237–73, “Conduct of Work and Technical Guidance,” in all solicitations and contracts for services.

(3) \* \* \*

(4) \* \* \*

(5) The contracting officer shall insert the clause at 2452.237–79, “Post Award Conference,” in all solicitations and contracts for services when the CO deems that a Post Award Conference is necessary.

(6) The contracting officer shall insert the clause at 2452.237–81, “Labor Categories, Unit Prices Per Hour and Payment,” in all indefinite quantity and requirements solicitations and contracts when level of effort task orders will be issued.

- 19. Add part 2444 and heading to read as follows:

**PART 2444—SUBCONTRACTING POLICIES AND PROCEDURES**

**Authority:** 40 U.S.C. 121(c); 42 U.S.C. 3535(d).

**Subpart 2444.2—Contract Clauses****2444.204 Contract clauses.**

(a) Insert HUDAR clause 2452.244–70 Consent to Subcontract, in contracts and task orders with an estimated value exceeding \$10,000,000.

**PART 2452—SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

- 29. The authority citation for part 2452 continues to read as follows:

**Authority:** 40 U.S.C. 121(c); 42 U.S.C. 3535(d).

**Subpart 2452.2—Texts of Provisions and Clauses****2452.211–70 [Removed]**

- 20. Remove section 2452.211–70 including Alternate I.

- 21. Revise section 2452.215–70 to read as follows:

**2452.215–70 Proposal content.**

As prescribed in 2415.209(a), insert a provision substantially the same as the following:

PROPOSAL CONTENT ([Insert month and year of publication of final rule].)

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

(b) The number of proposals required are an original and [insert number] copies of Part I, and [insert number] copies of Part II.

(c) *Part I—Technical Proposal*

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

(d) *Part II—Business Proposal*

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

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

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

(End of provision)

*Alternate I ([Insert month and year of publication of final rule])*

As prescribed in 2415.209(a), if the proposed contract requires work on, or access to, sensitive automated systems as described in 2452.239–70, add the following subparagraph, numbered sequentially, to paragraph (d):

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

(End of Provision)

*Alternate II ([Insert month and year of publication of final rule])*

As prescribed in 2415.209(a), add the following paragraph (e) when the size of any proposal Part I or Part II will be limited:

(e) Size limits of Parts I and II.

(1) Offerors shall limit submissions of Parts I and II of their initial proposals

to the page limitations identified in the Instructions to Offerors. Offerors are cautioned that if any Part of their proposal exceeds the stipulated limits for that Part, the Government will evaluate only the information contained in the pages up through the permitted number. Pages beyond that limit will not be evaluated.

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

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

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

(End of Provision)

■ 22. Revise section 2452.232–70 to read as follows:

**2452.232–70 Payment schedule and invoice submission (Fixed-Price).**

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

**PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)**  
 ([Insert month and year of publication of final rule])

(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	Pay amount
1.			
2.			
3.			

[Continue as necessary]

(b) *Submission of Invoices.*

(1) The Contractor shall submit invoices as follows: Original to the payment office and one copy each to the Contracting Officer and a copy to the Government Technical Representative (GTR) identified in the contract. To constitute a proper invoice, the invoice must include all items required by the FAR clause at 52.232–25, "Prompt Payment."

(2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document

(e.g., block 14 of the Standard Form (SF) 26, block 21 of the SF–33, or block 25 of the SF–1449). The contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.

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

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

(End of clause)

*Alternate I ([Insert month and year of publication of final rule]).* Delete paragraph (b)(1) of HUDAR Clause 2452.232–70 Payment Schedule and Invoice Submission (Fixed-price) and replace with the following Alternate, when requiring invoices to be submitted electronically via email, in fixed price contracts other than performance-based contracts under which performance-based payments will be used:

The contractor shall submit invoices electronically via email to the email addresses shown on the contract award document (e.g., block 12 of the Standard Form (SF) 26, block 25 of the SF–33, or block 18a of the SF–1449) and carbon copy the Contracting Officer and the Government Technical Representative (GTR). To constitute a proper invoice, the invoice must include all items required by the FAR clause at 52.232–25, "Prompt Payment." The contractor shall clearly include in the Subject line of the email: INVOICE INCLUDED; CONTRACT/ORDER #: \_\_\_\_\_; INVOICE NUMBER \_\_\_\_\_ and Contract Line Item Number(s) \_\_\_\_\_.

(End of Alternate)

■ 23. Revise section 2452.232–71 to read as follows:

**2452.232–71 Voucher submission (cost-reimbursement, time-and-materials, and labor-hour).**

As prescribed in 2432.908(c)(3), insert the following clause in all cost-reimbursement, time-and-materials, and labor-hour solicitations and contracts:

**VOUCHER SUBMISSION (COST-REIMBURSEMENT, TIME-AND-MATERIALS, AND LABOR HOUR)**  
 ([Insert month and year of publication of final rule])

(a) *Voucher Submission.*

(1) The contractor shall submit, \_\_\_\_\_ [Contracting Officer insert billing period, e.g., monthly], an original

and two copies of each voucher. In addition to the items required by the clause at FAR 52.232–25, “Prompt Payment,” the voucher shall show the elements of cost for the billing period and the cumulative costs to date. The Contractor shall submit all vouchers, except for the final voucher, as follows: Original to the payment office and one copy each to the Contracting Officer and the Government Technical Representative (GTR) identified in the contract. The contractor shall submit all copies of the final voucher to the Contracting Officer.

(2) To assist the government in making timely payments, the contractor is requested to include on each voucher the applicable appropriation number(s) shown on the award or subsequent modification document (e.g., block 14 of the Standard Form (SF) 26, or block 21 of the SF–33). The contractor is also requested to clearly indicate on the mailing envelope that a payment voucher is enclosed.

(b) *Contractor Remittance Information.*

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

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

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

(End of clause)

Alternate I (*Insert month and year of publication of final rule*). Delete paragraph (a)(1) of HUDAR clause 2452.232–71, Voucher Submission (Cost-Reimbursement, Time-and-Materials, and Labor-Hour.) and replace with the following Alternate, when requiring invoices to be submitted electronically via email, in all cost-reimbursement, time-and-materials, and labor-hour type solicitations and contracts:

The contractor shall submit invoices electronically via email to the email addresses shown on the contract award document (e.g., block 12 of the Standard Form (SF) 26, block 25 of the SF–33, or block 18a of the SF–1449) and carbon copy the Contracting Officer and the Government Technical Representative. To constitute a proper invoice, the invoice must include all items required by the FAR clause at 52.232–25, “Prompt Payment.” The contractor shall

clearly include in the Subject line of the email: INVOICE INCLUDED; CONTRACT/ORDER #: \_\_\_\_\_, INVOICE NUMBER \_\_\_\_\_ and Contract Line Item Number(s) \_\_\_\_\_. In addition to the items required by the clause at FAR 52.232–25, Prompt Payment, the voucher shall show the elements of cost for the billing period and the cumulative costs to date. The contractor shall also submit supporting documentation such as time cards to verify the hours/costs vouchered.

(End of Alternate)

■ 24. Add section 2452.232–74 to read as follows:

**2452.232–74 Not to exceed limitation.**

As prescribed in 2432.705(b), insert the following clause in all solicitations and contracts where the total estimated funds needed for the performance of the contract are not yet obligated.

NOT TO EXCEED LIMITATION  
(*Insert month and year of publication of final rule*)

(a) The total estimated funds needed for the performance of this contract are not yet obligated. The total obligation of funds available at this time for performance of work or deliveries is [FILLIN#1#Insert Amount]. The Government shall not order, nor shall the contractor be required to accept orders for, or perform work or make deliveries that exceed the stated funding limit.

(b) The Government may unilaterally increase the amount obligated through contract modification(s) until the full contract value has been obligated.

(End of clause)

■ 25. Revise section 2452.237–73 to read as follows:

**2452.237–73 Conduct of work and technical guidance.**

As prescribed in 2437.110(e)(2), insert the following clause in all contracts for services:

CONDUCT OF WORK AND TECHNICAL GUIDANCE (*Insert month and year of publication of final rule*)

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

(b) The GTR for liaison with the contractor as to the conduct of work is [to be inserted at time of award] or a

successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR’s status or the designation of a successor GTR.

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

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

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

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

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

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

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

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

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

(End of clause)

■ 26. Revise paragraph 2452.237–77(c)(1)(A) to read as follows:

**2452.237–77 Temporary closure of HUD facilities.** (*Insert month and year of publication of final rule*)

\* \* \* \* \*

(c) \* \* \*

(1) \* \* \*

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

\* \* \* \* \*

■ 27. Add section 2452.242–79 to read as follows:

**2452.237–79 Post award conference.**

As prescribed in 2437.110(e)(5), insert the following clause in all contracts for services:

POST AWARD CONFERENCE (*Insert month and year of publication of final rule*)

The Contractor shall be required to attend a post-award conference on DATE \_\_\_\_\_ to be held at ADDRESS \_\_\_\_\_, unless other arrangements are made. All Contractors must have a valid ID for security clearance into the building.

(End of clause)

■ 28. Add section 2452.237–81 to read as follows:

**2452.237–81 Labor categories, unit prices per hour and payment.**

As prescribed in 2437.110(e)(6), insert the following clause in all indefinite quantity and requirements solicitations and contracts when level of effort task orders will be issued.

LABOR CATEGORIES, UNIT PRICES PER HOUR AND PAYMENT (*[Insert month and year of publication of final rule]*)

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

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

(End of clause)

■ 29. Revise section 2452.239–70 to read as follows:

**2452.239–70 Access to HUD systems.**

As prescribed in 2439.107(a), insert the following clause:

ACCESS TO HUD SYSTEMS (*[Insert month and year of publication of final rule]*)

(a) Definitions: As used in this clause—

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

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

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

“Mission-critical system” means an information technology or telecommunications system used or operated by HUD or by a HUD contractor, or organization on behalf of

HUD, that processes any information, the loss, misuse, disclosure, or unauthorized access to, or modification of which would have a debilitating impact on the mission of the agency.

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

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

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

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

(b) *General.*

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

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

using, or operating the system or applications(s).

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

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

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

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

(d) *Background investigation process.*

(1) The Government Technical Representative (GTR) shall notify the contractor of those contractor employee positions requiring background investigations.

(i) For each contractor employee requiring access to HUD information systems, the contractor shall submit the following properly completed forms: Standard Form (SF) 85, “Questionnaire for Non-Sensitive Positions,” FD 258 (Fingerprint Chart), and a partial Optional Form (OF) 306 (Items 1, 2, 6, 8–13, 16, and 17).

(ii) For each contractor employee requiring access to mission-critical systems and/or sensitive information contained within a HUD system and/or application(s), the contractor shall submit the following properly completed forms: SF–85P, “Questionnaire for Public Trust Positions;” FD 258; and a Fair Credit Reporting Act form (authorization for the credit-check portion of the investigation). Contractor employees shall not complete the Medical Release behind the SF–85P.

(iii) The SF–85, 85P, and OF–306 are available from OPM’s Web site, <http://www.opm.gov>. The GTR will provide all other forms that are not obtainable via the Internet.

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

(3) Affected contractor employees who have had a federal background investigation without a subsequent break in federal employment or federal contract service exceeding 2 years may be exempt from the investigation requirements of this clause subject to verification of the previous

investigation. For each such employee, the contractor shall submit the following information in lieu of the forms and information listed in paragraph (d)(1) of this clause:

Employee's full name, Social Security number, and place and date of birth.

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

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

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

(7) The contractor shall notify the GTR in writing whenever a contractor employee for whom a background investigation package was required and submitted to HUD, or for whom a background investigation was completed, terminates employment with the contractor or otherwise is no longer performing work under this contract that requires access to the system(s), application(s), or information. The contractor shall provide a copy of the written notice to the Contracting Officer.

(e) *PIV Cards.*

(1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD systems and does not already possess a PIV Card acceptable to HUD (see paragraph (b) of this clause).

HUD will not issue the PIV Card until the contractor employee has successfully cleared an FBI National Criminal History Fingerprint Check, and HUD has initiated the background investigation for the contractor employee. Initiation is defined to mean that all background information required in paragraph (d)(1) of this clause has been delivered to HUD. The employee may not be given access prior to those two events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee's access if the background investigation process (including adjudication of investigation results) for the employee has not been completed within 6 months after the issuance of the PIV Card.

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

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

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

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

(h) *Nondisclosure of information.*

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

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

(i) *Security procedures.*

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

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

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

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

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

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

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

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

(2) The contractor shall develop and maintain a compliance matrix that lists each requirement set forth in paragraphs (b), (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 the contracting officer and/or government technical representative.

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

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

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

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

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

(End of clause)

■ 30. Add section 2452.244-70 to read as follows:

**2452.244-70 Consent to subcontract.**

As prescribed in HUDAR Section 2444.204(a), insert the following clause in contracts and task orders with an estimated value exceeding \$10,000,000.

**CONSENT TO SUBCONTRACT**  
 ((Insert month and year of publication of final rule))

(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)

■ 31. Add subpart 2452.3 to read as follows:

**Subpart 2452.3—Matrix**

■ 32. Add section 2452.3 to read as follows:

**2452.3 Provision and clause matrix.**

HUDAR Matrix.

BILLING CODE 4210-67-P

Key:					
Type of Contract:					
P/C	=	Provision or Clause	DDR	=	Dismantling, Demolition, or Removal of Improvements
			A&E	=	Architect-Engineering
UCF	=	Uniform Contract Format Section, when Applicable	FAC	=	Facilities
FP SUP	=	Fixed-Price Supply	IND DEL	=	Indefinite Delivery
CR SUP	=	Cost-Reimbursement Supply	TRN	=	Transportation
FP R&D	=	Fixed-Price Research & Development	SAP	=	Simplified Acquisition Procedures (excluding micro-purchase)
CR R&D	=	Cost Reimbursement Research & Development	UTL SVC	=	Utility Services
FP SVC	=	Fixed-Price Service	CI	=	Commercial Items
CR SVC	=	Cost Reimbursement Service			
FP CON	=	Fixed-Price Construction	Contract Purpose:		
CR CON	=	Cost Reimbursement Construction	R	=	Required
T&M LH	=	Time & Material/Labor Hours	RA	=	Required when Applicable
LMV	=	Leasing of Motor Vehicles	O	=	Optional
COM SVC	=	Communication Services	<input type="checkbox"/>	=	Revision

PRINCIPLE TYPE AND/OR PURPOSE OF CONTRACT																						
PROVISION OR CLAUSE	PRESCRIBED IN	P/C	UCF	FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	COM SVC	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI
2452.201-70 Coordination of Data Collection Activities	2401.106-70	C	I	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA								
2452.203-70 Prohibition Against the Use of Federal Employees	2403.670	C	I	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
2452.204-70 Preservation of, and Access to, Contract Records (Tangible and Electronically Stored Information (ESI) Formats)	2404.7001	C	I																			
Alternate I	2404.7001	C	I		R		R		R		R	RA			RA	RA	RA	RA	RA		RA	
Alternate II	2404.7001	C	I	R		R		R		R		RA		RA	RA	RA	RA	RA	RA		RA	R
2452.208-71 Reproduction of Reports	2408.802-70	C	I	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA								
PROVISION OR CLAUSE	PRESCRIBED IN	P/C	UCF	FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	COM SVC	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI
2452.209-70 Potential Organizational Conflicts of Interest	2409.507-1	P	L	RA	RA	RA	RA	RA	RA	RA	RA		RA	RA								







PROVISION OR CLAUSE	PRESCRIBED IN	P/C	UCF	FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	COM SVC	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI	
2452.239-70 Access to HUD Systems	2439.107(a)	C	I			RA		RA	RA	RA	RA	RA	RA	RA	RA	RA							
2452.239-71 Information Technology Virus Security	2439.107(b)	C	I	RA	RA	RA	RA	RA	RA			RA		RA				RA		RA		RA	
2452.242-70 Indirect costs	2442.705-70	C	I		RA		RA		RA		RA	RA											
2452.242-71 Contract Management System	2442.1107	C	F				RA		RA		RA	RA		RA	RA	RA		RA			O	RA	RA
Alternate I	2442.1107	C	F			RA		RA		RA		RA		RA	RA	RA		RA			O	RA	RA
2452.242-72 Post-Award Conference	2442.302-70	C	I	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA								
2452.244-70 Consent to Subcontract	2444.204(a)	C	I	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA								
2452.246-70 Inspection and acceptance	2446.502-70	C	E	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
2452.251-70 Contractor Employee Travel	2451.7001	C	I				RA		RA		RA	RA		RA	RA	RA		RA				RA	

Dated: April 13, 2015.

**Keith W. Surber,**  
Acting Chief Procurement Officer.

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