



**TEXAS GENERAL LAND OFFICE**  
is  
**REQUESTING PROPOSALS UNDER A DISASTER  
DECLARATION**  
for  
**Deactivation of Manufactured Housing Units  
and  
Deactivation of Recreational Vehicles / Travel Trailers  
Class 962 / Items 39, 46, 57**

**REQUEST FOR PROPOSALS NO. X0014835-SK**

**Release Date: June 18, 2018**

**Deadline for Submission: June 28, 2018 at 2:00 p.m. CDT**

**Solicitation Point of Contact: Shelia Kirk, CTPM**

[Shelia.Kirk@GLO.Texas.Gov](mailto:Shelia.Kirk@GLO.Texas.Gov)

You are responsible for checking the Electronic State Business Daily (ESBD) website, <http://www.txsmartbuy.com/sp>, for any addenda to this Solicitation. Please search under Agency Code 305 (General Land Office and Veterans Land Board). The Respondent's failure to periodically check the ESBD will in no way release that Respondent from addenda or additional information resulting in additional requirements of the Solicitation.

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## **ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY**

### **1.1. EXECUTIVE SUMMARY**

The General Land Office (“GLO”) is requesting proposals from qualified Respondents to deactivate Manufactured Housing Units (“MHUs” or “units”) and Recreational Vehicles/Travel Trailers (“RVs” or “units”) provided as temporary housing (collectively, a “Temporary Housing Unit” or “T.H.U.”) for Texas residents affected by Hurricane Harvey in designated areas along the Texas coast and inland. The deactivation services solicited herein include making the units ready for transport, removing the units from the installation site, and transporting the units back to FEMA’s designated storage area no later than seven days after a Deactivation Work Order issuance date.

Respondents must execute **Exhibit A**, *Affirmations and Solicitation Acceptance*, and **Exhibit B**, *Federal Affirmations*, and complete other items listed on the submission checklist to be considered. Additional information on the GLO and its programs can be found at <http://www.glo.texas.gov/recovery/index.html>.

### **1.2. DEFINITIONS**

“**Addendum**” means a written clarification or revision to the Request for Qualifications issued by the General Land Office. Respondent must acknowledge receipt of any addenda in the submission of the Solicitation Response.

“**Affiliate**” means any individual or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, Respondent. Respondent shall be deemed to control another entity if it can directly or indirectly direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, membership interests, by contract, or otherwise.

“**CFR**” means the Code of Federal Regulations (CFR), the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“**CMBL**” means the Centralized Master Bidders List.

“**COR**” means Contracting Officer’s Representative, an acquisition professional of the United States government that performs contract management activities.

“**Contractor**” means the Respondent(s) awarded a contract under this Solicitation.

“**COR**” means Contracting Officer’s Representative, an acquisition professional of the United States government that performs contract management activities.

“COTR” means Contracting Officer's Technical Representative, a business communications liaison between the United States government and a private contractor.

“Deactivation Work Order” means written authorization, from either the GLO or FEMA, to perform the services described herein for an individual Temporary Housing Unit (“T.H.U.”).

“ESBD” means Electronic State Business Daily, the electronic marketplace where State of Texas bid opportunities over \$25,000 are posted. The ESBD may be accessed at <http://www.txsmartbuy.com/sp>.

“FEMA” means the Federal Emergency Management Agency.

“GLO” means the Texas General Land Office.

“HUB” means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

“HUB Subcontracting Plan” or “HSP” means the form required by Texas Government Code §2161.252 and 34 Texas Administrative Code §20.285 for each contract with an expected value of \$100,000 or more, in which Respondent must demonstrate a Good Faith Effort to subcontract with HUBs. The HSP is posted to the ESBD as a separate file accompanying this Solicitation and must be included with the Solicitation Response.

“HVAC” means heating, ventilation, and air conditioning.

“MHU” means a Manufactured Housing Unit supplied as a Temporary Housing Unit under the FEMA Direct Housing Program.

“PIA” means the Texas Public Information Act.

“Respondent” means an entity responding to this Solicitation.

“RFP” means Request for Proposals.

“RV” means a Recreational Vehicle and/or Travel Trailer supplied as a Temporary Housing Unit under the FEMA Direct Housing Program.

“Solicitation” means this RFP.

“Solicitation Response” means the Respondent’s entire response to this Solicitation, including all documents requested in this Solicitation.

“State” means the State of Texas and any state agency; the GLO or other state agency identified in this Solicitation, its officers, employees, or authorized agents.

“[Temporary Housing Unit](#)” or “[T.H.U.](#)” refers to an MHU or RV supplied as temporary housing under the FEMA Direct Housing Program.

### **1.3. AUTHORITY**

The GLO is soliciting the services listed herein under Chapter 418 of the Texas Government Code in conjunction with Governor Greg Abbott’s Disaster Declaration dated August 23, 2017, as amended and extended, and in conjunction with the applicable procurement requirements located at 2 CFR Part 200.

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## ARTICLE II. SCOPE OF WORK

### 2.1. SCOPE OF SERVICES REQUESTED

T.H.U. deactivation includes preparing the interior and exterior of an assigned T.H.U. for transport; removing the T.H.U. from the installation site; and transporting the unit to a FEMA-designated storage area no later than seven days after the Deactivation Work Order issuance date. Detailed requirements for these services are described in full below; a *T.H.U. Checklist* summarizing these requirements has also been included with the Solicitation as **Exhibit E**. All Deactivation Work Orders shall be approved and issued by the GLO's Logistics team. During deactivation, the Contractor shall secure the unit (including HVAC, furniture, cabinets, etc.) in such a way to ensure that there is no damage to the unit or its components. During the transportation process, the Contractor shall ensure that the unit is secure and not damaged. **All damage to the T.H.U. during transportation is the Contractor's responsibility.**

Contractor shall obtain all insurance and permits required for unit deactivation; obtain appropriately licensed staff and subcontractors to perform the work; and coordinate all efforts with all government entities as required by federal, state, and local laws and regulations.

Solicitation Responses must incorporate the cost of all labor, materials, tools, supplies, transportation, equipment, insurance, bonds, personnel, and any other expense necessary to perform the services requested in this Solicitation.

The selected Contractor(s) will be bound to specific terms and conditions found in the Sample Contract, included as **Exhibit C**. These terms and conditions are subject to change prior to the execution of any contract that may result from this Solicitation.

### 2.2. PREPARE T.H.U. FOR TRANSPORT

Contractor shall complete all tasks specified in this section within three full working days of receipt of a deactivation work order.

#### 2.2.1 Preparation of T.H.U. Interior for Transport

The Contractor shall prepare the interior of the unit for transport and deactivation. This includes, but is not limited to:

- a) Properly securing the interior fixtures, equipment, and furnishings to prevent damage to interior.
- b) Cleaned all surfaces with the appropriate household cleaners such as Lysol All Purpose cleaning spray, PineSol multi-surface cleaner, and/or any similar household cleaning products. Mopped all hard surface floors, wiped down all



counters and the interior of all cabinets, vacuumed any carpeted floors, and cleaned the bathrooms, including toilets and shower/bath tubs.

- c) Removing and appropriately disposing of all trash and rubbish within the units. Any abandoned personal items will be bagged, tagged, inventoried, and stowed in the unit by GLO or FEMA-assigned personnel. The tagged bags shall be transported in the unit to FEMA's designated staging area and removed by GLO's Case Manager or representative for storage. The GLO Case Manager shall coordinate with the occupant regarding removal of personal property. The GLO Case Manager or representative shall provide three copies of the inventory that shall be distributed as follows:
  - Copy to remain with bagged and tagged personal effects;
  - Copy to be provided to GLO Case Manager or representative; and
  - Copy to be provided to Contractor as part of the Contractor's Activity Records for the unit.
- d) Winterizing the unit by removing all water from the potable and sanitary water systems and placing an appropriate recreational vehicle anti-freezing agent in all sanitary water system traps.
- e) Disconnecting/turning off the water heater and drain.
- f) Flushing toilets and turning on faucets to drain water lines.
- g) Verifying refrigerator/freezer is empty, removing and appropriately disposing of any items remaining inside.
- h) Remove glass/globes from light fixtures and secure in kitchen drawer.
- i) Securing all doors and windows.
- j) Fumigating the units.
- k) Properly discarding mattresses and any other soft goods.
- l) Contacting the local animal humane society to pick up any abandoned pet(s) for adoption.

#### 2.2.2 Preparation of MHU or RV Exterior for Transport

The Contractor shall prepare the exterior of the unit for transport and deactivation. This includes, but is not limited to:

- a) Disconnecting all utilities and ensuring that they are properly capped and secured, including removal of any temporary power poles or power pedestals.

- b) Validating that all breakers in the breaker box are turned off. For units connected directly to the Damaged Dwelling meter base, flip breaker to the “Off” position and disconnect.
- c) Removing the skirting, anchors, and straps. In lieu of removal by Contractor, these materials may be given to the occupant upon written confirmation by occupant and placed in an orderly manner at an agreed-upon location on the property.
- d) Removing shims, blocks, and base pads.
- e) Removing stairs and ramps, if applicable. In lieu of removal by Contractor, these materials may be given to the occupant upon written confirmation by occupant and placed in an orderly manner at an agreed-upon location on the property.
- f) MHUs: Disconnecting the air conditioning compressor/unit and draining refrigerant into a separate unit, meeting all regulatory requirements for capturing the refrigerant. Contractor must ensure that when power and refrigerant lines are disconnected, enough slack remains so that the unit can be reused. After disconnecting and draining the air conditioning compressor/unit, the unit should be placed into the MHU atop a protective covering for the floor and properly secured for transport.
- g) RVs: Draining black water holding tank and flush with clean water if so equipped; draining gray water tank; securing awning and any other items as required for transport; verifying that antenna is in the down position; verifying propane tank valves are closed; and turning battery on and closing slides.
- h) Ensuring that any holes caused by the removal of the unit and associated materials are filled in and compacted.
- i) Ensuring that all tires are properly inflated and that the axles and wheels turn freely. Unserviceable tires, wheels, and axles must be replaced by the Contractor.
- j) Completing pre- and post-transportation inspections of each unit to check for missing or damaged exterior components (i.e. shingles, siding, windows, etc.). All damaged items must be reported to GLO Logistics and recorded. All damaged exterior items noted prior to transport must be repaired. Any damages not recorded and documented properly or caused during transport will be repaired at no additional cost to GLO/FEMA.
- k) Removing all utility connects at FEMA’s designated staging area.
- l) Install axles/wheels/tires and tow tongues, when necessary.

m) Re-keying the unit if resident has misplaced the keys.

### 2.2.3 T.H.U. Condition Documentation

The Contractor shall be responsible for documenting the condition of each T.H.U. assigned, including the following:

- a) Comprehensive digital photographs, with time-stamp and Global Positioning Satellite (“GPS”) coordinates, showing the interior and exterior conditions of the T.H.U. at the time of pick-up;
- b) Comprehensive digital photographs, with time-stamp and GPS coordinates, showing the condition of the site before unit removal, after unit removal, and after removal of all utility connections and site remediation;
- c) Written documentation detailing damage, if any, to the T.H.U. at the time of pick-up;
- d) Comprehensive digital photographs, with time-stamp and GPS coordinates, showing the interior and exterior conditions of the T.H.U. at the time of drop-off at a FEMA storage location; and
- e) Written documentation detailing damage to the T.H.U., if any, at the time of drop-off at a FEMA storage location. Provide comprehensive digital photographs, with time-stamp and GPS coordinates, showing any damage to the unit as a back up to written damage documentation.

**NOTE:** Contractor may be held liable for any pre-existing damage to any T.H.U. not documented at the time of pick-up.

## 2.3. T.H.U. SITE RESTORATION

Contractor shall complete all tasks specified in this section within four full working days of receipt of a deactivation work order.

Contractor must clear the area immediately surrounding the T.H.U. of all material, equipment and debris used in or resulting from the deactivation. The GLO shall consider this material refuse and the Contractor shall remove such material to a local community landfill at the time of deactivation. Contractor may not reuse or sell such material; selling any material from the location of the deactivation is strictly prohibited.

Contractor is responsible for removing any poles, temporary water, sewage and electrical lines, or materials that were installed during the license-in process to establish utility connections. All debris, equipment and material are not to be left on the site overnight if the unit is not transported to the FEMA-designated site the day it is deactivated. At the time

of deactivation, GLO shall consider this material, equipment, and debris the responsibility of the Contractor. The Contractor shall take the title to this material.

All site holes and trenches shall be properly filled and tamped at time of deactivation. Contractor shall return the site to its original condition before the unit was installed. Any extraordinary repairs, such a concrete pad or driveway repair, may be compensated on a case-by-case basis, subject to federal cost-reasonableness standards.

#### **2.4. T.H.U. TRANSPORTATION TO DESIGNATED FEMA SITE**

Contractor shall deliver the T.H.U. to the designated FEMA site within five full working days of receipt of a deactivation work order.

After preparing and documenting the interior and exterior of the T.H.U. as described above, Contractor shall transport the unit from the installation site to FEMA's designated area using the most cost-efficient route. Contractor shall include a Google Maps or equivalent electronic mapping tool route map with all invoices clearly showing the route taken and mileage incurred. Contractor must comply with all applicable laws and regulations for transporting the unit. During the transportation process, the Contractor shall ensure that the unit is secure and not damaged. All damage to the unit during transportation is the Contractor's responsibility. Any unit not meeting FEMA staging area criteria, as specified in **Exhibit D**, may be refused entry. Contractor shall provide staff to conduct post-transportation inspections of each unit as described above in Section 2.2.1(i).

#### **2.5. EMERGENCY DEACTIVATIONS**

Emergency deactivations may be required to eliminate a serious health, safety, or security hazard. Emergency deactivations require GLO and COTR/COR approval. Cleaning and/or repairs associated with emergency deactivations may be performed at the site where the unit was installed or at a contractor staging area. Contractor shall be available to respond to emergency deactivation requests 24 hours a day, including weekends and holidays; shall initiate emergency deactivation within six hours of receipt of an emergency request; and complete the work within 24 hours of the Deactivation Work Order issuance.

#### **2.6. CONTRACT AND TERM**

The GLO intends to award one or more indefinite quantity contracts for the services requested under this Solicitation. Total compensation under any contract awarded will depend on the availability of funds as determined by FEMA. Any contract resulting from this Solicitation shall be effective as of the date executed by the last Party and shall terminate 18 months from the date of the disaster declaration (August 25, 2017). FEMA may, at the State's request, extend the period of performance if FEMA's Assistant Administrator for Recovery determines that due to extraordinary circumstances an extension would be in the public interest.

The selected Contractor will be bound to the specific terms and conditions found in the *Sample Contract*, **Exhibit C**. These terms and conditions are subject to change prior to the execution of any contract that may result from this Solicitation.

**2.7. NO GUARANTEE OF VOLUME OR USAGE**

The GLO makes no guarantee of volume or usage under any contract resulting from this Solicitation.

**2.8. AUDIT**

Contractors must maintain accurate accounting records and other evidence pertaining to costs incurred in providing services. Such records and evidence must be made available to GLO, state and federal auditors at all times during the contract period and for five years after the date of the final payment to the Contractor(s) under the contract.

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## ARTICLE III. ADMINISTRATIVE INFORMATION

### 3.1. SCHEDULE OF EVENTS

| EVENT  | DATE/TIME  |
|--|--|
| Issue Solicitation                                       | June 18, 2018                                    |
| Deadline for Submitting Questions                        | June 22, 2018 at<br>5:00 PM Central Time         |
| <b>Deadline for Submission of Solicitation Responses</b> | <b>June 28, 2018 at<br/>2:00 PM Central Time</b> |
| Evaluation Period  | June 29, 2018 to<br>July 6, 2018                 |
| Selection and Award Notice                               | July 9, 2018                                     |
| Contract Formation, Negotiation and Execution            | July 10, 2018 to<br>July 20, 2018                |
| Deadline for Insurance                                   | Upon Execution of<br>Contract                    |

**NOTE:** These dates represent a tentative schedule of events. The GLO reserves the right to modify these dates at any time prior to the deadline for submission of Solicitation Responses upon notice posted on the Electronic State Business Daily (ESBD) website at: <http://www.txsmartbuy.com/sp>. Please search under Agency Code 305 (General Land Office and Veterans Land Board). Any modification of dates after the deadline for submission of Solicitation Responses will not be posted.

### 3.2. INQUIRIES

#### 3.2.1 Contact

All requests, questions, or other communications about this Solicitation shall be made in writing to the GLO's Purchasing Department, addressed to the person listed below.

|                  |                       |
|------------------|-----------------------|
| Name             | Shelia Kirk, CTPM     |
| Address          | 1700 N. Congress Ave. |
| City, State, Zip | Austin, Texas 78701   |

Phone (800) 998-4456 or (512) 463-5186  
Fax (512) 463-1795  
Email [Shelia.Kirk@GLO.Texas.Gov](mailto:Shelia.Kirk@GLO.Texas.Gov)

Notwithstanding the above, Respondents may direct questions about the state's Historically Underutilized Businesses (HUB) Program or HUB Subcontracting Plans (HSPs) to the GLO HUB Team contacts listed in Section 5.5 of this Solicitation.

### 3.2.2 Clarifications

The GLO will allow written requests for clarification of this Solicitation. Questions may be e-mailed to the point-of-contact listed in Section 3.2.1 above. Respondents' names shall be removed from questions in the responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a) Identifying Solicitation number
- b) Section number
- c) Paragraph number
- d) Page number
- e) Text of passage being questioned
- f) Question

**NOTE: The deadline for submitting questions is noted in Section 3.1 above. Please provide company name, address, phone number, e-mail address, and name of contact person when submitting questions.**

### 3.2.3 Responses

All accepted questions will result in written responses with copies posted to the ESBD at: <http://www.txsmartbuy.com/sp>. Responses shall be posted as an Addendum to the Solicitation. It is Respondent's responsibility to check the ESBD for updated responses.

### 3.2.4 Prohibited Communications

On issuance of this Solicitation, except for the written inquiries described in Section 3.2.1 above, the GLO, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Failure to observe this restriction may disqualify the Respondent. Respondent shall rely only on written statements issued through or by the GLO's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

### 3.3. SOLICITATION RESPONSE COMPOSITION

#### 3.3.1 General Requirements

Respondent shall complete and upload the documents listed below to the Dropbox™ URL in Section 3.4.3:

- a) One narrative proposal, including all documents requested in Part 1 of the *Submission Checklist*, submitted as one Portable Document Format (.pdf) file;
- b) One cost proposal, submitted as one .pdf file;
- c) One HUB subcontracting plan, submitted as one .pdf file; and
- d) One Financial Statement Components Worksheet, submitted as one Excel file.

The narrative proposal must not include any pricing information. Respondent shall prepare a clear and concise Solicitation Response that focuses on the instructions and requirements of the Solicitation. Respondent is responsible for all costs related to the preparation of their Solicitation Response.

Any terms and conditions attached to a Solicitation Response will not be considered unless specifically referred to in this solicitation and may result in disqualification.

#### 3.3.2 Solicitation Response Format

For ease of evaluation, the Solicitation Response shall be presented in a format that corresponds to, and references sections outlined within, this Solicitation and shall be presented in the same order. Responses to each section and subsection shall be labeled clearly to indicate the item being addressed. Exceptions to this will be considered during the evaluation process.

#### 3.3.3 Page Limit and Supporting Documentation

Narrative Proposals should not exceed five (5) pages. **Exhibits A and B**, résumés, litigation history, Cost Proposal, Annual Report, Financial Statement Components Worksheet, and the HUB Subcontracting Plan are considered supporting documentation and are not included in the page limit. The Solicitation Response should be formatted using 12-point or larger font, except for charts, graphs, or other graphical representations of data.



### 3.3.4 Technical Proposal

Respondent must describe clearly, specifically, and as completely as possible, its proposed methodology and schedule for achieving the objectives and requirements of this Solicitation. Respondent should identify all tasks to be performed to be responsive to Article II, *Scope of Work*, including project activities, materials, and other products, services, and reports to be generated during the contract period and relate them to the stated purposes and specifications described in this Solicitation. The Technical Proposal is a component of the Narrative Proposal referenced above.

## 3.4. SOLICITATION RESPONSE SUBMISSION AND DELIVERY

### 3.4.1 Deadline

**Solicitation Responses must be received at the Dropbox™ URL in Section 3.4.3 no later than as specified in Section 3.1.** Respondents may submit their Solicitation Responses any time prior to that deadline. Dropbox™ shall time stamp all uploaded Solicitation Responses; any other documentation of timely submission in lieu of the Dropbox™ time stamp WILL NOT be accepted.

### 3.4.2 Labeling

Each file uploaded to Dropbox™ shall include Respondent's company name and the title of the document; for example: "Company X: Narrative Proposal."

### 3.4.3 Delivery

Respondents must upload Solicitation Responses to the following Dropbox™ URL:

<https://www.dropbox.com/request/GJgSkNrGBFdCuZPPuAqk>

The GLO shall not accept Solicitation Responses submitted by any other means. Please contact the point-of-contact listed in section 3.2.1 above for assistance with Dropbox™.

### 3.4.4 Alterations, Modifications, and Withdrawals

Solicitation Responses may be modified, altered, or withdrawn by notifying the point-of-contact listed in Section 3.2.1 above, provided such notice is received prior to the deadline for submission of Solicitation Responses.

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## **ARTICLE IV. SOLICITATION RESPONSE EVALUATION & AWARD PROCESS**

### **4.1. EVALUATION CRITERIA**

#### 4.1.1 Conformance with State Law

The Governor of the State of Texas has suspended procurement laws related to the Solicitation. Solicitation Responses shall be evaluated on the basis of meeting the minimum qualifications and selection criteria listed in Section 4.1.3 of the Solicitation.

#### 4.1.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.

Respondent shall submit a summary (not to exceed two pages) that provides specific support for meeting the minimum qualifications outlined in this Section. This support can specifically state how the Respondent meets each minimum qualification or can direct the evaluators to the appropriate section of the Solicitation Response that provides support for the Respondent satisfying each minimum qualification.

4.1.2.1 Respondent must have been in business deactivating and/or transporting/hauling manufactured housing units and/or recreational vehicles/travel trailers for a minimum of five years, or the principals/owners must have had recent ownership/executive management experience in a previous company that performed these services; and

4.1.2.2 Respondent must, in the GLO's sole determination, be financially solvent and adequately capitalized, as demonstrated by the Annual Report requested in Article V of this Solicitation.

#### 4.1.3 Selection Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the criteria detailed below.

4.1.3.1 Cost Proposal, provided in the format specified in Article VI (40%);

- 4.1.3.2 Demonstrated capability to provide the required products and services as listed in Article II, Scope of Work, according to specifications and within the required timeframes (35%);
- 4.1.3.3 Qualifications, experience, and past performance of Respondent's company and proposed staff. The GLO will review the Texas Comptroller of Public Accounts Vendor Performance Tracking System to verify vendor performance on other State contracts, if available. The evaluation committee may utilize this information to identify vendors that have exceptional performance; aid purchasers in making a best value determination based on vendor past performance; and protect the state from vendors with unethical business practices (20%); and
- 4.1.3.4 Overall responsiveness, clarity, and organization of Solicitation Response (5%).

**NOTE: To clarify any response, the Solicitation evaluation committee may contact references provided in response to this Solicitation, contact Respondent's clients, or solicit information from any available source concerning any aspect of the Solicitation deemed pertinent to the evaluation process.**

#### **4.2. MULTIPLE AWARDS**

It is the intent of the GLO to award multiple contracts under this Solicitation. Award notice(s) will be sent to the selected Respondents. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Chief Clerk of the GLO. Contract pricing will be established using federal uniform grant guidance and cost reasonableness criteria in accordance with 2 CFR 200.

***NOTE: Solicitation Responses are subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and will be withheld from or released to the public only in accordance therewith.***

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## **ARTICLE V. REQUIRED RESPONDENT INFORMATION**

### **5.1. RESPONDENT INFORMATION**

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified products or services on time. Respondent must provide the following information:

#### 5.1.1 Company Narrative

Provide a detailed narrative explaining why Respondent is qualified to provide the services enumerated in Article II, focusing on its company's key strengths and competitive advantages.

#### 5.1.2 Company Profile

Provide a company profile to include:

- a) The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Please provide this information in a narrative and as a graphical representation*). If Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, please identify the percentage of ownership and the percentage of the parent's ownership. Finally, please provide your proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them;
- b) The year the company was founded and/or legally organized. If organized as a business entity other than a sole proprietorship (e.g., corporation, LLC, LLP, etc.), please indicate the type of entity, the state under whose laws the company is organized and the date of organization;
- c) The location of your company headquarters and any field office(s) that may provide services for any resulting contract under this Solicitation, including subcontractors;
- d) The number of employees in your company, both locally and nationally, and the location(s) from which employees may be assigned;
- e) The name, title, mailing address, e-mail address, telephone number, and fax number of Respondent's point of contact for any resulting contract under this Solicitation; and

- f) Indicate whether your company has ever been engaged under a contract by any Texas state agency. If “Yes,” specify when, for what duties, and for which agency.

**NOTE: A Respondent that is not organized under the laws of the state of Texas must register with the Texas Secretary of State before it may transact business in Texas. Respondent must provide proof of this registration before the GLO may award it a contract under this Solicitation.**

### 5.1.3 Key Staffing Profile

Respondent must provide a key staffing profile and résumés for staff that will be responsible for the performance of the services requested under this Solicitation.

Staff members listed in the Key Staffing Profile who are independent contractors, and not employees, of Respondent may also qualify as subcontractors. Please evaluate your Key Staffing Profile and HUB Subcontracting Plan accordingly.

## 5.2. REFERENCES

Respondent shall provide a minimum of three **non-GLO** references for projects of similar type and size performed within the last three years, preferably for state and/or local government entities. The GLO reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

Respondent must verify current contacts. Information provided shall include:

- a) Client name;
- b) Project description;
- c) Total dollar amount of project;
- d) Key staff assigned to the referenced project that will be designated for work under this Solicitation; and
- e) Client project manager name, telephone number, and e-mail address. The GLO checks references by e-mail. Respondents who do not provide accurate e-mail addresses waive the right to have those references considered in the evaluation of their Solicitation Responses.

## 5.3. MAJOR SUBCONTRACTOR INFORMATION

In addition to the requirements of Article II, Respondent must identify any major subcontractors whom Respondent intends to utilize in performing 15% or more of the Project. Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the

subcontractor has read, and will agree to abide by, Respondent's obligations under any contract awarded pursuant to this Solicitation.

Any major subcontractor Respondent intends to utilize in performance of the work must also be included in the Respondent's HUB Subcontracting Plan. If a major subcontractor will not be utilized for this Project, indicate in the appropriate section of the Solicitation.

#### **5.4. LITIGATION HISTORY**

Respondent must include in its Solicitation Response a complete disclosure of any actual or alleged breaches of contract it has engaged in. In addition, Respondent must disclose any civil or criminal litigation or investigation pending at any point during the last three years to which Respondent is/was a party or in which Respondent has been judged guilty or liable. For each instance of litigation or investigation, Respondent shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Respondent or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Respondent's involvement (e.g., settled, dismissed, judgment entered, etc.).

Failure to comply with the terms of this provision may disqualify any Respondent. Solicitation Responses may be rejected based upon Respondent's prior history with the state of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

If Respondent has no litigation history, as described above, so indicate in the appropriate section of the Solicitation.

#### **5.5. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

##### **5.5.1 Introduction**

The GLO is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. The GLO encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means.

Pursuant to [Texas Government Code §2161.181](#) and [§2161.182](#), and the GLO's HUB policy and rules, the GLO makes a good faith effort to increase HUB participation in its contracts. The GLO does this by contracting directly with HUBs or indirectly through subcontracting.

#### 5.5.2 Disaster Declaration Procurement / HUB Subcontracting Plan Requirement

Due to the urgency of this procurement, the notification period to potential HUB subcontractors and minority trade, business development and chambers of commerce has been reduced to three working days. A Solicitation Response that does not contain a HUB Subcontracting Plan (HSP) may be rejected without further evaluation. A Solicitation Response may also be rejected if the GLO determines that the HSP was not developed in good faith.

This Solicitation includes a list of potential HUB subcontractors taken from the state's Centralized Master Bidders List (CMBL). Respondents may use this list to fulfill their HSP good-faith effort requirement. Respondents may also access the CMBL directly to find additional HUB subcontractors through the following web site:

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>

#### 5.5.3 HUB Participation Goal

The Texas Comptroller of Public Accounts (CPA) has established statewide HUB participation goals. The GLO encourages its vendors to reach out to Texas-certified HUBs, as this helps the GLO meet or exceed these goals. Respondents shall make a good-faith effort to include Texas-certified HUBs in their outreach notification process. Contracts awarded pursuant to this Solicitation will be classified as Other Services contracts, as defined by the CPA. The CPA established a HUB Annual Procurement Utilization Goal of 26.0% HUB usage for Other Services contracts.

The GLO encourages each Respondent to select multiple subcontractors for each subcontracting opportunity who are able to perform the work of the subcontracts required to complete the scope of work. This will allow the selected contractors to make needed changes to their original HSPs and allow the GLO to quickly approve such changes.

Respondent shall estimate the approximate dollar amount/expected percentage of the contract to the best of Respondent's ability using previous historical experience, industry knowledge, and subject matter expertise. Once a Work Order has been awarded, you may clarify the dollar amount on the HSP form.

#### 5.5.4 GLO HUB Team Contacts

Respondents may direct questions about HSPs or the HUB program to the HUB Team contacts listed below. All other questions about this Solicitation must be directed to the single point of contact listed in section 3.2.1. The HUB Team offers courtesy reviews of HSPs prior to the solicitation due date.

Mindy Sue Cohen  
[Mindy.Cohen@GLO.Texas.Gov](mailto:Mindy.Cohen@GLO.Texas.Gov)  
512.936.1487

Daphne Grantham  
[Daphne.Grantham@GLO.Texas.Gov](mailto:Daphne.Grantham@GLO.Texas.Gov)  
512.463.5194

### 5.5.5 Post-award HSP Requirements

The GLO shall review and evaluate each HSP prior to contract award and, if accepted, the finalized HSP shall become part of each selected Contractor's contract. After contract award, the GLO will coordinate post-award meetings with the selected Contractors to discuss HSP reporting requirements. The selected Contractors must maintain business records documenting compliance with their HSPs and must submit monthly subcontracting reports to the GLO by completing the HUB Prime Contractor Progress Assessment Report. This monthly report is required as a condition for payment to report to the GLO the identity of and the amount paid to all subcontractors. Contractors must submit HUB Progress Assessment Reports to: [hub@glo.texas.gov](mailto:hub@glo.texas.gov) by the 10th day of each month.

As a condition of award, the selected Contractors are required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the GLO's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, Contractors may be selected for specific work authorization for a project in the form of a work order, as described in Article II of this Solicitation. During work order negotiations, Contractor shall notify the GLO HUB Team of the subcontractor(s) selected to perform work under that specific work order. The HUB Team will advise the Contractor if additional documentation is required to demonstrate compliance with good-faith effort requirements, including submission of an HSP change request for the GLO's review. The requirements for an HSP change request will be covered in the post-award meeting.

Contractor shall obtain prior written approval from the GLO before making any changes to the HSP. Proposed changes must comply with the HUB Program good-faith effort requirements relating to the development and submission of a HSP.

Failure to meet the HSP and post-award requirements will constitute a breach of contract, and will be subject to remedial actions. The GLO may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program (see 34 TAC §20.585 relating to Debarment and 34 TAC §20.586 relating to Procedures for Investigations and Debarment).



## 5.6. CONFLICTS

Respondent must disclose any potential conflict of interest it may have in providing the services described in this Solicitation, including all existing or prior arrangements. Please include any activities of affiliated or parent organizations and individuals who may be assigned to manage this account. If there are no conflicts, as described above, so indicate in the appropriate section of the Solicitation. Please note that Texas Government Code § 572.069 prohibits any former state officer or employee who participated on behalf of a state agency in a procurement or contract negotiation with an entity from accepting employment with said entity until two years after the date the contract is signed or the procurement is terminated or withdrawn.

Respondent must certify that, at the time of submission of its Solicitation Response, neither Respondent, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code. Respondent must further certify that should Respondent or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same enter into a contract with any entity on said listing of companies which do business with Iran, Sudan or any foreign terrorist organization, Respondent will notify the GLO immediately.

## 5.7. ANNUAL REPORT

If Respondent is an entity that is required to prepare audited financial statements, Respondent shall submit an annual report that includes:

- a) Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- b) If applicable, last two years of consolidated statements for any holding companies or affiliates;
- c) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- d) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract.

If Respondent is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Respondent shall submit an annual report that includes:

- a) Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

- b) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- c) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract;

OR

- d) Other financial information sufficient for the GLO, in its sole judgement, to determine if Respondent is financially solvent and adequately capitalized.

Respondent shall also complete and submit the Financial Statement Components Worksheet, posted to the ESBD as an Excel workbook.

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## ARTICLE VI. COST PROPOSAL

### **6.1. COST PROPOSAL**

Cost information must not be included with Respondent's Narrative Proposal. Respondent must submit a cost proposal for the products and services listed in Article II, Scope of Work, in the format provided on the Cost Proposal Form located on the next page.

The cost proposal provided is for the services as specified in this Solicitation. Proposed unit pricing shall include all labor, materials, tools, supplies, transportation, equipment, insurance, bonds, personnel, and any other expense necessary to provide the services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this Solicitation.

**6.2. COST PROPOSAL FORM**

| <b>Item</b> | <b>Item Description</b>   | <b>Unit of Measure</b> | <b>Unit Cost</b> |
|-------------|---|------------------------|------------------|
| 1           | Prepare MHU for Transport and Restore Site (Sections 2.2 and 2.3 of RFP)          | Per MHU                |                  |
| 2           | Prepare RV for Transport and Restore Site (Sections 2.2 and 2.3 of RFP)           | Per RV                 |                  |
| 3           | Install axles/wheels/tires and tow tongues, when necessary (Section 2.2.2 of RFP) | Per T.H.U.             |                  |
| 4           | Re-keying unit, when necessary (Section 2.2.2 of RFP)                             | Per T.H.U.             |                  |
| 5           | Transport MHU from to Designated FEMA site (Section 2.4 of RFP) <sup>1</sup>      | Per Mile               |                  |
| 6           | Transport RV to Designated FEMA site (Section 2.4 of RFP) <sup>2</sup>            | Per Mile               |                  |
| 7           | Emergency Deactivation (Section 2.5 of RFP)                                       | Per T.H.U.             |                  |

<sup>1</sup> GLO shall not pay mileage from Contractor's location to the installation site.

<sup>2</sup> GLO shall not pay mileage from Contractor's location to the installation site.

## **ARTICLE VII. TERMS, CONDITIONS AND EXCEPTIONS**

### **7.1. GENERAL CONDITIONS**

#### **7.1.1 Amendment**

The GLO reserves the right to alter, amend, or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to the award, if it is in the best interest of the GLO.

#### **7.1.2 Informalities**

The GLO reserves the right to waive minor informalities and irregularities in any Solicitation Response received.

#### **7.1.3 Rejection**

The GLO reserves the right to reject any or all Solicitation Responses received prior to contract award.

#### **7.1.4 Irregularities**

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the point-of-contact listed in Section 3.2.1 as soon as possible, so that corrective addenda may be furnished to prospective Respondents.

#### **7.1.5 Offer Period**

Solicitation Responses shall be binding for a period of 90 days after they are opened. Respondents may extend the time for which their Solicitation Response will be honored. Upon contract execution, prices agreed upon by the Respondent(s) are an irrevocable offer for the term of the contract and any contract extension(s). No other costs, rates, or fees shall be payable to the Respondent unless expressly agreed upon in writing by the GLO.

#### **7.1.6 Open Records**

The GLO is a government agency subject to the Texas Public Information Act (PIA), Chapter 552, Texas Government Code. The Solicitation Response and other information submitted to the GLO by the Respondent are subject to release as public information. The Solicitation Response and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Solicitation Response or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure of that

information in the PIA. Merely making a blanket claim that the entire Solicitation Response is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Solicitation Response subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Solicitation Response the Respondent considers proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA, except as provided by law.

Respondents are required to make any information created or exchanged with the state pursuant to this solicitation and any contract that may result from this solicitation, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

Information related to the performance of this contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Respondent shall make any information created or exchanged with the state/GLO, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to the state/GLO. Respondent shall make any information required under the PIA available to the GLO in Portable Document Format (PDF) or any other format agreed between the parties. The original copy of each Solicitation Response shall be retained in the official files of the agency as a public record.

Solicitation Responses and all other documents associated with this Solicitation will be withheld or released upon written request only in accordance with the PIA. To the extent that a Respondent wishes to prevent the disclosure of portions of its Solicitation Response to the public, Respondent shall demonstrate the applicability of any exception to disclosure provided under the PIA in accordance with the procedures prescribed by the PIA. Respondent may clearly label individual documents “confidential” or “trade secret” to demonstrate that it believes certain information is excepted from disclosure and may legally be withheld from the public. Respondent thereby agrees to indemnify and defend the GLO for honoring such a designation. The failure of Respondent to clearly label such documents shall constitute a complete waiver of any and all claims for damages caused by the GLO’s release of these records.

Any contract that results from this Solicitation, including selected Respondent’s Solicitation Response, shall be posted to the GLO’s website.

#### 7.1.7 Contract Responsibility

Respondent shall be solely responsible for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent

shall not be relieved of its obligations for any nonperformance by its subcontractors.

#### 7.1.8 Public Disclosure

Respondent will not advertise that it is doing business with the GLO or use a contract resulting from this Solicitation as a marketing or sales tool without prior written consent of the GLO. Furthermore, Respondent may not distribute or disclose this Solicitation to any other vendors or companies without permission from the GLO.

#### 7.1.9 Remedies

All remedies available to the GLO for breach or anticipatory breach of any contract that results from this Solicitation are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The GLO may exercise any available legal or equitable remedy.

## 7.2. INSURANCE

### 7.2.1 Required Coverages

For the duration of any contract resulting from this Solicitation, the selected Contractor(s) shall acquire insurance with financially sound and reputable independent insurers, in the type and amount as follows:

#### 7.2.1.1 Workers Compensation & Employers Liability

Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

Workers Compensation: Statutory Limits  
Employers Liability: Each Accident \$1,000,000  
Disease - Each Employee \$1,000,000  
Disease - Policy Limit \$1,000,000

This website (coverage starts with 406 of the Labor code) addresses what Texas requires of Workers Compensation:

<http://www.tdi.texas.gov/wc/act/index.html>

7.2.1.2 Commercial General Liability: Coverage in the types and amounts customarily carried in the industry.

7.2.1.3 Commercial Automobile Liability: Coverage in the types and amounts customarily carried in the industry.

The required coverage is to be with companies licensed in the state of Texas, with an “A” rating from A.M. Best, and authorized to provide the corresponding coverage.

#### 7.2.2 Alternative Insurability

Notwithstanding the preceding, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies customarily required. It will be Respondent’s responsibility to recommend to the GLO alternative methods of insuring the contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent’s inability to obtain the required insurance and/or bonds. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

### 7.3. **PROTEST**

Any Respondent unsuccessful or aggrieved in connection with this Solicitation may file a protest in accordance with Title 31, Section 3.50 of the Texas Administrative Code.

### 7.4. **CONTRACT TERMS AND CONDITIONS**

The GLO reserves the right to negotiate final contract terms with any selected Respondent; however, **Exhibit C**, *Sample Contract*, is provided to Respondents interested in responding to this Solicitation. Please review the terms and conditions in the sample contract, as it is the standard contract document used by the GLO for the services requested herein. The terms and conditions in **Exhibit C** are subject to change prior to the execution of any contract or work order that may result from this Solicitation.

Execution of **Exhibit A** of this Solicitation shall constitute an agreement to all terms and conditions specified in this Solicitation, including, but not limited to, **Exhibit B**, **Exhibit C**, and all terms and conditions therein.

### 7.5. **PROCUREMENT OF RECOVERED MATERIALS**

To the extent possible, the GLO must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and



establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **7.6. VENDOR PERFORMANCE REPORTING**

The GLO is required by rule (34 TAC §20.509) to report vendor performance through the Vendor Performance Tracking System (VPTS). Additional information on this system can be found on the Texas Comptroller of Public Accounts website through this link:

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>

As of January 24, 2017, the VPTS reporting methodology was revised so that vendors are assigned a letter grade (A-F) rather than the historic satisfactory/unsatisfactory ratings. The report grades for historic reports will be displayed as “Legacy Satisfactory” or “Legacy Unsatisfactory.” New reports will be graded on the A-F scale as now required by statute. A Respondent’s past performance shall be measured in the VPTS by a letter grade that combines any historic ratings with ratings using the new letter grade system in the method described in [34 TAC §20.115](#).

The GLO is authorized to consider past performance when determining contract award as part of the “Best Value” standard, in compliance with applicable provisions of Texas Government Code §§2155.074, 2155.075 and 2156.125. The GLO may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the VPTS, the GLO may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of the GLO, and any negative findings, as determined by the GLO, may result in non-award to the Respondent.

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**ARTICLE VIII. SUBMISSION CHECKLIST**

This checklist is provided for Respondent’s convenience only and identifies documents that must be submitted with this Solicitation in order to be considered responsive. Any Solicitation Responses received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

**A COMPLETE SOLICITATION PACKAGE SHALL INCLUDE:**

1. Part 1 – Narrative Proposal (one .pdf file)
2. Part 2 – Cost Proposal (one .pdf file)
3. Part 3 – HUB Subcontracting Plan (one .pdf file)
4. Part 4 – Financial Statement Components Worksheet (one Excel file)

**PART 1 – NARRATIVE PROPOSAL**

**Please present documents in the following order:**

- |   |                 |     |
|---|-----------------|-----|
| 1. <b><u>Exhibit A</u></b> , Affirmations and Solicitation Acceptance |                 | ___ |
| 2. <b><u>Exhibit B</u></b> , Federal Affirmations                     |                 | ___ |
| 3. Signed Acknowledgments of Addenda (if applicable)                  |                 | ___ |
| 4. Summary of Minimum Qualifications                                  | (Section 4.1.2) | ___ |
| 5. Technical Proposal   | (Section 3.3.4) | ___ |
| 6. Respondent Information   | (Section 5.1)   | ___ |
| 7. References   | (Section 5.2)   | ___ |
| 8. Major Subcontractor Information (if applicable)                    | (Section 5.3)   | ___ |
| 9. Litigation History (if applicable)                                 | (Section 5.4)   | ___ |
| 10. Conflicts (if applicable)   | (Section 5.6)   | ___ |
| 11. Annual Report   | (Section 5.7)   | ___ |

**PART 2 - COST PROPOSAL**

- |                       |               |     |
|-----------------------|---------------|-----|
| 1. Cost Proposal Form | (Section 6.1) | ___ |
|-----------------------|---------------|-----|

**PART 3 – HUB SUBCONTRACTING PLAN**

- |                            |               |     |
|----------------------------|---------------|-----|
| 1. HUB Subcontracting Plan | (Section 5.5) | ___ |
|----------------------------|---------------|-----|

**PART 4 – FINANCIAL STATEMENT COMPONENTS WORKSHEET**

1. Financial Statement Components Worksheet (Section 5.7) \_\_\_\_\_

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**EXHIBIT A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE**

**GENERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE**

Execution of this **Exhibit A**, shall constitute an agreement to all terms and conditions specified in the Solicitation, including, without limitation, **Exhibit A** and all terms and conditions therein, except such terms and conditions that the Respondent expressly excludes. Failure to sign this **Exhibit A** or signing it with a false statement shall void the submitted Solicitation Response and/or any resulting contracts. Respondent agrees without exception to the following general affirmations and acknowledges that any contract resulting from this Solicitation may be terminated and payment withheld if any of the following affirmations or certifications are inaccurate:

1. All statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate.
2. The Respondent has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Solicitation Response.
3. Section 2155.004 of the Texas Government Code prohibits the GLO from awarding a contract that includes proposed financial participation by a person who received compensation from the GLO to participate in preparing the specifications or request for proposals on which the contract is based. Under Section 2155.004, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this bid or contract [Solicitation Response] is not ineligible to receive any contract resulting from this Solicitation.
4. Under the Texas Family Code, Section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Respondent] certifies that the individual or business entity named in this contract, bid, or application [Solicitation Response] is not ineligible to receive the specified grant, loan, or payment. The Solicitation Response must include the name and social security number of any individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. This information must be provided prior to execution of any offer.
5. The GLO is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The GLO will cross-reference Respondents/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Respondent is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Respondent is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>. This provision shall be included in its entirety in Respondents’ subcontracts.
6. Respondent agrees that any payments due under any contract resulting from this Solicitation will be applied towards any debt, including, but not limited to, delinquent taxes and child support Respondent owes to the State of Texas.
7. Respondent certifies it is in compliance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency. If this Section applies, Respondent will complete the following information in order for the bid to be evaluated:

Name of Former Executive: \_\_\_\_\_  
Name of State Agency: \_\_\_\_\_  
Date of Separation from State Agency: \_\_\_\_\_  
Position with Respondent: \_\_\_\_\_  
Date of Employment with Respondent: \_\_\_\_\_

8. If any contract resulting from this Solicitation is for services, Respondent, in performing the contract, shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to

products and materials produced outside this state.

9. Respondent shall maintain all documents and other related records relating to the State's property and any contract resulting from this Solicitation for a period of seven (7) years after the date of the submission of final invoices or until a resolution of billing questions, whichever is later. Respondent acknowledges that the State has a right of access to information in Respondent's possession relating to State property and agrees to make such information reasonably available upon request of the State.
10. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract or indirectly through a subcontract under the contract. Acceptance of funds directly under any contract resulting from this Solicitation or indirectly through a subcontract under such contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Respondent and the requirement to cooperate is included in any subcontract it awards.
11. Respondent certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with any contract resulting from this Solicitation during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
12. The Respondent shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Respondent shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, disability, color, sex, religion, age, or national origin. Such action shall include, but is not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Respondent shall include the above provisions in all subcontracts pertaining to the work.
13. Respondent certifies that neither Respondent nor any firm, corporation, partnership, or institution represented by Respondent or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Solicitation Response either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Solicitation.
14. By signing this Solicitation Response, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a "Texas Bidder" as defined in Section 2155.444(c) of the Texas Government Code.
15. Respondent understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Respondents are expected to report any possible fraudulent or dishonest acts, waste, or abuse to the agency's Internal Audit Director at 512.463.6078 or [tracey.hall@glo.texas.gov](mailto:tracey.hall@glo.texas.gov).
16. Respondent certifies that it will comply with the federal Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Immigration Act of 1996 regarding employment, employment verification, and retention of verification forms of individuals who will prospectively perform work described in this proposal.
17. Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Solicitation

Response is not ineligible to receive the specified contract.

18. Respondent represents and warrants that it shall comply with the applicable provisions of and rules and regulations related to the Drug-Free Work Place Act of 1988 (41 U.S.C. §§ 8101-8106).
19. The Respondent represents that payment to the Respondent and the Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Section 556.005 or Section 556.008 of the Texas Government Code.
20. If the Solicitation is for completion of a "project" (as defined by Texas Government Code §2252.201) in which iron or steel products will be used, Respondent agrees any iron or steel product produced through a "manufacturing process" (as defined by Texas Government Code §2252.201) and used in the project shall be produced in the United States.
21. In accordance with Texas Government Code chapter 2270, by signing the Solicitation Response, Respondent verifies that it does not boycott Israel and will not boycott Israel during the term of any contract resulting from the Solicitation.

Check below if preference claimed under Title 34 TAC § 20.306.

- Supplies, materials, equipment, or services produced in Texas/offered by Texas bidders or Texas bidder that is owned by a service-disabled veteran
- Agricultural products produced/grown in Texas
- Agricultural products and services offered by Texas bidders
- Texas vegetation native to the region for landscaping purposes
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials, including recycled steel
- Covered television equipment
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products and services from economically depressed or blighted areas
- Products produced at facilities located on formerly contaminated property
- Vendors that meet or exceed air quality standards
- Paper containing recycled fibers
- Recycled Computer Equipment of other manufacturers
- Foods of Higher Nutritional Value
- Travel agents residing in Texas

**NOTE:** Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

I have read, understand, and agree to comply with the terms and conditions specified in this Solicitation Response. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES \_\_\_\_\_ NO \_\_\_\_\_

**SIGNATURE PAGE FOLLOWS**

**RESPECTFULLY SUBMITTED:**

**Authorized Signature of the person  
authorized to bind your company to  
any contract that may result from this  
Solicitation:**

---

**Date:**

---

**Printed Name and Title of Signatory:**

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**Telephone:**

---

**Email:**

---

**Address:**

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**City/State/Zip:**

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**Full Legal Name of Respondent's  
company as registered with the Texas  
Secretary of State, and as it should  
appear on any Contract resulting from  
this Solicitation:**

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**Respondent's Tax I.D. Number as  
registered with the Texas Comptroller  
of Public Accounts, and as it should  
appear on any Contract resulting from  
this Solicitation:**

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**If Respondent is a Corporation or other legal entity, attach a corporate resolution or other appropriate official documentation, which states that the person signing this Solicitation Response is an authorized person that can legally bind the corporation or entity.**



**EXHIBIT B. FEDERAL AFFIRMATIONS**

## **FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE**

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Exhibit B**, which shall constitute an agreement, without exception, to the following affirmations:

### **1. Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

### **2. Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

### **3. Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

#### **4. Wages**

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

#### **5. Lobbying**

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

#### **6. Minority and Women's Businesses**

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

## **7. Environmental Standards**

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b) Notification of violating facilities pursuant to EO 11738;
- c) Protection of wetlands pursuant to EO 11990;
- d) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

## **8. Historic Properties**

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

## **9. All Other Federal Laws**

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES \_\_\_\_\_ NO \_\_\_\_\_

**RESPECTFULLY SUBMITTED:**

Authorized Signature:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Respondent’s Tax I.D.:

\_\_\_\_\_

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

**EXHIBIT C: SAMPLE CONTRACT**



**DEACTIVATION OF TEMPORARY HOUSING UNITS CONTRACT  
GLO CONTRACT NO. «CONTRACTNUMBER»**

THE GENERAL LAND OFFICE (the “GLO”) and «VENDOR», Tax Identification Number «TAXID» (“Provider”), enter into the following contract for the deactivation of temporary housing units (the “Contract”) pursuant to Chapter 418 of the Texas Government Code in conjunction with Governor Greg Abbott’s Disaster Declaration dated August 23, 2017, as amended and extended, and in conjunction with the procurement requirements located at 2 CFR Part 200.

**I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION**

**1.01 DEFINITIONS**

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, Code of Federal Regulations and Chapters 321 and 2254 of the Texas Government Code.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents alterations to the Contract other than those permitted by Notices to Proceed, Technical Guidance Letters, or Revisions, as herein defined.

“[Contract](#)” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

“[Contract Period](#)” means the period of time between the effective date of a contract and its expiration or termination date.

“[CDR](#)” means the GLO Community Development and Revitalization division.

“[Deactivation Work Order](#)” means written authorization, from either the GLO or FEMA, to perform the services described herein for an individual Temporary Housing Unit (“T.H.U.”).

“[Deliverable](#)” means any T.H.U. unit deactivation and delivery, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“[Federal Assurances](#)” means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev.

7-97), in **Attachment B**, Pages 1 and 2, attached hereto and incorporated herein for all purposes.

**Federal Certifications** means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” in **Attachment B**, Pages 3 through 5, attached hereto and incorporated herein for all purposes.

**FEMA** means the U.S. Federal Emergency Management Agency.

**FEMA Program** means the FEMA Direct Housing Assistance program.

**Final Inspection Report** means the document submitted by the housing contractor to a Subrecipient under a FEMA Program Subrecipient contract, indicating the completed construction of one Housing Unit.

**Fiscal Year** means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

**GAAP** means “Generally Accepted Accounting Principles.”

**GASB** means the Governmental Accounting Standards Board.

**General Affirmations** means the statements in **Attachment C**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

**GLO** means the Texas General Land Office, its officers, employees, and designees.

**HSP** means HUB Subcontracting Plan, as described in Chapter 2161 of the Texas Government Code.

**HUB** means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

**HVAC** means heating, ventilation, and air conditioning.

**IFB** means GLO Invitation for Bids No. X0014656-KM, including any addenda.

**MHU** means a Manufactured Housing Unit supplied as a Temporary Housing Unit under the FEMA Direct Housing Program.

**Mentor Protégé** means the Comptroller of Public Accounts’ leadership program found at:  
<http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>  
<http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

**Project** means the deactivation services described in **SECTION 1.03** and **Attachment A** of this Contract, any other applicable Attachments, and in any Work Order assigned under this Contract.

**Prompt Pay Act** means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.



“Provider” means <<PROVIDER>> selected to provide the services under this Contract, if any.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“RV” means a Recreational Vehicle and/or Travel Trailer supplied as a Temporary Housing Unit under the FEMA Direct Housing Program.

“Solicitation” means Request for Proposals No. X0014835, including any Addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, including any addenda.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an entity that contracts with Provider HYPERLINK "http://en.wikipedia.org/wiki/Contract"to perform part or all of Provider’s obligations under this Contract.<http://en.wikipedia.org/wiki/Contract>

“Subrecipient” means a local governmental body or political subdivision that receives FEMA funds under the FEMA Program for housing projects. Any Notice to Proceed issued for services to a recipient of a housing grant shall refer to “Subrecipient” as the party served.

“Subrecipient’s Contract” means the contractual agreement for a FEMA Program participation between the GLO and any Subrecipient for which Provider performs services assigned by the GLO, if any.

## **1.02 INTERPRETIVE PROVISIONS**

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, Notice to Proceed, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F; Solicitation Documents; and Provider’s Response to Solicitation.

### **1.03 PROJECT**

Provider shall prepare each assigned T.H.U. for transport, remove the T.H.U. from the installation site, and transport the T.H.U. to a FEMA-designated storage area in accordance with the terms, timelines, and pricing specified in **Attachment A**, Scope of Services and Price List.

Services must be performed in compliance with (i) FEMA requirements, (ii) the Non-Exclusive List of Laws, Rules, and Regulations in **Attachment D**; Additional Terms and Conditions for FEMA-Related Contracts in **Attachment E**; (iii) this Contract and all Attachments; (iv) any Amendments to this Contract; (v) the Solicitation; and (vi) Provider’s Solicitation Response (“the Project”).

### **1.06 DEACTIVATION WORK ORDERS**

During the term of this Contract, the GLO may request that Provider perform certain tasks described in **SECTION 1.03** above, subject to specific work in a Deactivation Work Order **and** a written notice to proceed (“NTP”) issued by the GLO confirming tasks to be performed and pricing. Multiple Deactivation Work Orders may be issued during the term of this Contract. All Deactivation Work Orders shall include a scope of services, including Deliverables; a time schedule; and such other information or special conditions as may be necessary for the work requested. Each Deactivation Work Order shall become an Attachment to this

Contract. **Provider is NOT authorized to perform any work until an NTP is issued.**

**(a) INDEFINITE QUANTITIES: Nothing in this Contract expresses or guarantees that the GLO will issue Deactivation Work Orders or Notices to Proceed to Provider for any of the tasks set forth in SECTION 1.03. Work requested under this Contract will be required on an irregular and as needed basis throughout the Contract Period, and the GLO makes no guarantee of volume or usage under this Contract.**

#### **1.07 REPORTING REQUIREMENTS**

Provider shall assist the Grant Recipient to timely submit all reports and documentation that are required under **Attachment A** to this Contract and any Subrecipient's Contract (if applicable), and any Deactivation Work Order issued.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **II. TERM**

### **2.01 DURATION**

This Contract shall be effective as of the date signed by the last party, and shall terminate on August 25, 2019. The GLO, at its own discretion, may extend this Contract, subject to terms and conditions mutually agreeable to both parties, not to exceed the life of the CDR FEMA Program for Harvey.

### **2.02 EARLY TERMINATION**

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract, any THU Work Order, and any Notice(s) to Proceed which may have been issued. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

### **III. CONSIDERATION**

#### **3.01 CONTRACT LIMIT, FEES, AND EXPENSES**

Provider will be compensated in accordance with the rates established in **Attachment A** in an amount not to exceed <<AMOUNT>>. No one THU Work Order and NTP, nor the cumulative total of all THU Work Orders and NTP issued hereunder shall exceed the maximum amount available for such services as prescribed by FEMA or any governing law, for the term of this Contract. The GLO agrees to pay Provider in accordance with The Prompt Pay Act.

**Grant funds must remain separate and not be commingled between or among any other funding source.**

**At a minimum, invoices must clearly reflect:**

- (a) GLO Contract No. «ContractNumber»
- (b) the name and GLO Contract Number (12 digits) of the Grant Recipient to which services have been provided;
- (c) the current amount being billed;
- (d) the cumulative amount billed previously;
- (e) the balance remaining to be billed; and
- (f) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the GLO, provides full substantiation of reimbursable costs incurred.

**Invoices must be submitted to:** [GLO-FEMA.Billing@glo.texas.gov](mailto:GLO-FEMA.Billing@glo.texas.gov)

**The Prompt Pay Act generally applies to payments to Provider. HOWEVER, THE PROMPT PAY ACT DOES NOT APPLY IF PROVIDER DOES NOT SEND INVOICES TO [GLO-FEMA.Billing@glo.texas.gov](mailto:GLO-FEMA.Billing@glo.texas.gov).** If Provider does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Provider agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this section.

**NOTICE TO PROVIDER:**

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

## IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

### **4.01 PERFORMANCE WARRANTY**

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the GLO may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

### **4.02 GENERAL AFFIRMATIONS**

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment C** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

### **4.03 FEDERAL ASSURANCES**

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment B**, have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

### **4.04 FEDERAL CERTIFICATIONS**

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

**In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment C.**

## **V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT**

### **5.01 FEDERAL FUNDING**

- (a) Funding for this Contract is appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56) for disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared in 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the FEMA Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All CDR grant program participants must have a data universal numbering system (DUNS) number and a Commercial And Government Entity (CAGE) Code.**
- (c) **Provider shall report its DUNS number and CAGE Code to the GLO for use in various grant reporting documents. The DUNS number and CAGE Code may be obtained by visiting the Central Contractor Registration web site at:**

[www.sam.gov](http://www.sam.gov)

Assistance with this web site may be obtained by calling **866-606-8220**.

### **5.02 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

**5.03 RECAPTURE OF FUNDS**

Provider shall conduct, in a satisfactory manner as determined by the GLO, the Project as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and agreed by Provider that the GLO shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the GLO (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

**5.04 OVERPAYMENT**

Provider understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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## **VI. OWNERSHIP**

### **6.01 OWNERSHIP AND THIRD-PARTY RELIANCE**

- (a) The GLO shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the “Work Product”). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO’s use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
  
- (b) Provider and the GLO shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider’s obligations under this Contract without the prior written consent of either party. Work Product is for the exclusive use and benefit of, and may be relied upon only by the parties. Prior to distributing any Work Product to any third party, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to Provider or the GLO.

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## VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

### 7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

### 7.02 INSPECTION AND AUDIT

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited

to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

### **7.03 PERIOD OF RETENTION**

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the overall State of Texas CDR grant program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

### **7.04 CONFIDENTIALITY**

To the extent permitted by law, Provider and the GLO agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the GLO.

### **7.05 PUBLIC RECORDS**

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the GLO in portable document file (“.pdf”) format or any other format agreed between the Parties. Failure of Provider to mark as “confidential” or a “trade secret” any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the GLO for releasing such information without prior notice to Provider.

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## VIII. MISCELLANEOUS PROVISIONS

### **8.01 INSURANCE**

If Deactivation Work Orders are issued under this Contract, Provider shall acquire for the duration of any project, insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance in conformance with all requirements of **Attachment F, Required Insurance and Form** attached hereto and incorporated herein in its entirety for all purposes, including the required “form of” certificate. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the GLO the nature and extent of coverage granted by each such policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the GLO. In the event that any policy is determined to be deficient to comply with the terms of the Notice to Proceed, Provider shall secure such additional policies or coverage as the GLO may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of a Notice to Proceed. Provider may not be actively working on behalf of the GLO if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of the Notice to Proceed.

### **8.02 LEGAL OBLIGATIONS**

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

### **8.03 INDEMNITY**

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from any acts or omissions of Provider

or its officers, agents, employees, representatives, suppliers, contractors, subcontractors, assignees, designees, order fulfillers, or suppliers of contractors or subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Provider and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys' fees. Provider shall coordinate its defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Provider may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

#### **8.04 ASSIGNMENT AND SUBCONTRACTS**

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

#### **8.05 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ**

If a single Notice to Proceed will exceed a \$100,000, the Provider will be required to submit a HUB Subcontracting Plan to the GLO. If more two (2) or more Notice to Proceeds, when combined, will exceed \$100,000, the Provider will be required to submit a HUB Subcontracting Plan.

Once a HUB Subcontracting Plan is approved, Provider shall provide the GLO with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder. Provider will submit monthly compliance reports (Prime Contractor Progress Assessment Report) to [HUB@glo.texas.gov](mailto:HUB@glo.texas.gov) specifying the use, including expenditures to HUB subcontractors, if applicable. Any modifications to the HSP must be submitted to the GLO for prior approval through a HUB Subcontracting Plan Change Order. If the HSP is modified without the GLO's prior approval, the GLO may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

## 8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

## 8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D** and **Attachment E**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

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## 8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **GLO**

Texas General Land Office  
1700 N. Congress Avenue, Mail Code 158  
Austin, TX 78701  
Attention: Legal Services Division

### **Provider**

«EntityName»  
«EntityStreet»  
«EntityCity», «EntityState» «EntityZip»  
Attention: «TableStart:Responsibilities»«Contract\_People\_External»  
«Contract\_People\_External\_1»«TableEnd:Responsibilities»

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

## 8.09 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

## 8.10 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

## **8.11 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a “Force Majeure”), then, while so prevented, the affected party’s obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

## **8.12 DISPUTE RESOLUTION**

If a contract dispute arises that cannot be resolved to the satisfaction of the parties, either party may notify the other party in writing of the dispute. If the parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either party may make a decision within its respective sole discretion.

## **8.13 ENTIRE CONTRACT AND MODIFICATION**

This Contract, its integrated Attachment(s), and any Notice to Proceed, Technical Guidance Letter, or Revision issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Notice to Proceed, Technical Guidance Letter, or Revision shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Notice to Proceed, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.



#### **8.14 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Notice to Proceeds issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

#### **8.15 PROPER AUTHORITY**

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR GLO CONTRACT NO. «CONTRACTNUMBER»  
DEACTIVATION OF TEMPORARY HOUSING UNITS (“T.H.U.S”) CONTRACT**

**GENERAL LAND OFFICE**

**«VENDOR»**

\_\_\_\_\_  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

Date of execution: \_\_\_\_\_

OGC \_\_\_\_\_

Div \_\_\_\_\_

DEPDIR \_\_\_\_\_

DIR \_\_\_\_\_

GC \_\_\_\_\_

**ATTACHED TO THIS CONTRACT:**

- ATTACHMENT A - SCOPE OF SERVICES, INSTALLATION GUIDELINES, AND PRICE LIST**
- ATTACHMENT B - FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT C - GENERAL AFFIRMATIONS**
- ATTACHMENT D - NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**
- ATTACHMENT E - ADDITIONAL TERMS AND CONDITIONS FOR FEMA-RELATED CONTRACTS**
- ATTACHMENT F - REQUIRED INSURANCE AND FORM**

**INCORPORATED BY REFERENCE:**

**PROJECT IMPLEMENTATION MANUAL**

**ATTACHMENTS FOLLOW**

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

|   |                |
|---|----------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE          |
| APPLICANT ORGANIZATION                      | DATE SUBMITTED |

### **GENERAL AFFIRMATIONS**

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the GLO from awarding a contract that includes proposed financial participation by a person who received compensation from the GLO to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. In accordance with Texas Government Code Section 669.003 (relating to contracting with executive head of a state agency), by entering into the Contract, Provider either certifies that either: (1) it is not the executive head of the GLO, was not at any time during the past four years the executive head of the GLO, and does not employ a current or former executive head of a state agency; or (2) Provider and the GLO have complied with the requirements of the above referenced statute concerning board approval and notice to the Legislative Budget Board. Provider acknowledges that this Contract may be terminated at any time, and payments withheld, if this certification is false.
7. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
8. The GLO is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The GLO will

cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

9. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.
10. Under Section 2155.006(b) of the Texas Government Code, the GLO may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
11. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
12. Provider understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to [tracey.hall@glo.texas.gov](mailto:tracey.hall@glo.texas.gov).

**NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.**

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## NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

### GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

Homeland Security Act of 2002 (Public Law 107-296)

Sections 306 and 408 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288) (codified as amended at 42 U.S.C. § 5121, et seq.);

Department of Homeland Security Delegation of Authority No. 9001.1, *Delegation to the Administrator of the Federal Emergency Management Agency* (Dec. 10, 2010);

Title 44 of the U.S. Code of Federal Regulations (C.F.R.), Chapter 1, Part 206;

Texas Disaster Act of 1975, Chapter 418, Tex. Gov't Code;

Federal Grant and Cooperative Agreement Act, 31 U.S.C. 6301 et seq.;

Manufactured Home Construction and Safety Standards, 24 C.F.R. 3280;

Recreation Vehicle Industry Association (RVIA) standards established on July 1, 2012;

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

The GLO Project Management Plan;

FEMA Individuals and Household Program Unified Guidance (IHPUG), FP 104-009-3, September 30, 2016; and

Guidance documents as may be issued by the GLO from time to time.

### LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

The Service Contract Act, 41 U.S.C § 351 et seq., Title 29, Part 4, Labor Standards for Federal Service Contracts.



Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

**EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations at 41 CFR Chapter 60.

**GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 et seq.;

Functions of Deputy Director for Management, 31 U.S.C. § 503;

Executive Orders 8248, 11609, and 11717;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

**ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

**FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

**HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R.



part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

**FEMA ENVIRONMENTAL AND HISTORICAL PRESERVATION STANDARDS**

National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 et seq.;

National Historic Preservation Act (NHPA), Public Law 89-665; 54 U.S.C. 300101 et seq.; and

Executive Order 11988, Floodplain Management, 44 CFR Part 9

U.S. Department of Homeland Security Directive 023-01, Rev. 01 and Instruction Manual 023-01-001-01, Rev. 01, 81 Fed. Reg. 56682 (2016), implementing NEPA with component supplemental instructions in FEMA Directive 108-1 and FEMA Instruction 108-1-1 (2016).

**SUSPENSION AND DEBARMENT**

General Procurement Standards 2 C.F.R. 200.318(h).

**CONFIDENTIALITY AND NONDISCLOSURE**

Privacy Act of 1974, as amended, 5 U.S.C. § 552a.

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**ATTACHMENT E**

**ADDITIONAL TERMS AND CONDITIONS FOR FEMA-RELATED CONTRACTS**

The Parties agree the terms and conditions of this attachment are incorporated into the Contract for all purposes, to the extent they apply. The definitions in 41 C.F.R. § 60–1.3 and other applicable regulations apply to the terms and conditions contained in this attachment. The term “contractor,” as used herein, means “Provider.”

**Equal Employment Opportunity**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Compliance with the Copeland "Anti-Kickback" Act**

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**Compliance with the Contract Work Hours and Safety Standards Act.**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic

receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### **Clean Air Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the General Land Office and understands and agrees that the General Land Office will, in turn, report each violation as required to assure notification to the GLO's subrecipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the General Land Office and understands and agrees that the General Land Office will, in turn, report each violation as required to assure notification to the GLO's subrecipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Suspension and Debarment**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the GLO's subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the General Land Office, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 31 U.S.C. § 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**Certification Regarding Lobbying**

Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

### **Procurement of Recovered Materials**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.

(2) Information about this requirement, to ensure maximum use of recovered/recycled materials per to 2 CFR 200.322, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **Access to Records and Construction or Other Work Sites**

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

### **DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

### **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

## REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the GLO, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the GLO notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the GLO shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the GLO and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the GLO shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the GLO to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The GLO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the GLO with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The GLO, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the GLO to evidence the endorsement of the GLO as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior



written notice to the GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the GLO alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

**INSURANCE REQUIRED:**

**\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)**  
**\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)**  
**\$1 MILLION CSL AUTOMOBILE INSURANCE**  
**STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY**  
- \$1 MILLION EACH ACCIDENT  
- \$1 MILLION DISEASE EACH EMPLOYEE  
- \$1 MILLION DISEASE POLICY LIMIT

**NOTE:** Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted to [insurance@GLO.TEXAS.GOV](mailto:insurance@GLO.TEXAS.GOV)
- (b) **prominently display "GLO Contract No. 18-468-00X and Work Order No. AXXX."** and
- (c) Name the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

**REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE**



Contract No. \*\*\*\*\*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|          |                                   |                               |                |
|----------|-----------------------------------|-------------------------------|----------------|
| PRODUCER | <b>Required form of Insurance</b> | CONTACT NAME:                 |                |
|          |                                   | PHONE (A/C, No, Ext):         | FAX (A/C, No): |
| INSURED  |                                   | E-MAIL ADDRESS:               |                |
|          |                                   | INSURER(S) AFFORDING COVERAGE |                |
|          |                                   | NAIC #                        |                |
|          |                                   | INSURER A:                    |                |
|          |                                   | INSURER B:                    |                |
|          |                                   | INSURER C:                    |                |
|          |                                   | INSURER D:                    |                |
|          |                                   | INSURER E:                    |                |
|          |                                   | INSURER F:                    |                |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |       |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|-------|
|          | <b>GENERAL LIABILITY</b>  |           |          |               |                         |                         | EACH OCCURRENCE                           | \$    |
|          | COMMERCIAL GENERAL LIABILITY  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$    |
|          | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>                           |           |          |               |                         |                         | MED EXP (Any one person)                  | \$    |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$    |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |           |          |               |                         |                         | GENERAL AGGREGATE                         | \$    |
|          | POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$    |
|          |   |           |          |               |                         |                         |   | \$    |
|          | <b>AUTOMOBILE LIABILITY</b>   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$    |
|          | ANY AUTO  |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$    |
|          | ALL OWNED AUTOS   |           |          |               |                         |                         | BODILY INJURY (Per accident)              | \$    |
|          | HIRED AUTOS   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$    |
|          | SCHEDULED AUTOS   |           |          |               |                         |                         |   | \$    |
|          | NON-OWNED AUTOS   |           |          |               |                         |                         |   | \$    |
|          | <b>UMBRELLA LIAB</b>  |           |          |               |                         |                         | EACH OCCURRENCE                           | \$    |
|          | EXCESS LIAB   |           |          |               |                         |                         | AGGREGATE                                 | \$    |
|          | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>                            |           |          |               |                         |                         |   | \$    |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |           |          |               |                         |                         | WC STATUTORY LIMITS                       | OTHER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)                    |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$    |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$    |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**EXHIBIT D: STAGING AREA CRITERIA**

## Hearne Staging Yard Refusal Criteria

**Travel trailers and mobile housing units will be denied access to the Hearne Staging Yard if the following conditions are not met:**

1. Unit must be CLEAN, all SOFT (blankets, sheets, mattress, pillows) goods removed, applicants PERSONAL PROPERTY bagged & tagged and left in UNIT.
2. ALL water (Fresh, Grey, Black) must be removed prior to arriving at the yard. The caps can be left off BUT THE CAPS WILL NEED TO BE VISIBLE to the Yard Inspectors. (Travel Trailers)
3. ALL equipment issued from the Vendor for the unit should return with the unit such as, spare tire (with cover if applicable), hub caps, bumper and caps, manual jack and lug wrench, propane tanks, battery etc..
4. EVERY unit should have a DEACTIVATION WORK ORDER with BARCODE number that MATCHES the barcode on the ACTUAL UNIT!
5. Unit must be UNDAMAGED (or damage PREVIOUSLY reported BEFORE leaving APPLICANT'S location and able to be verified). CHECK EVERYTHING (jacks, awnings, exterior, interior, lights etc)
6. Trailer tires will need to be FULL of air and ALL tires properly functioning.
7. EVERY unit should have, at minimum, 1 set of keys. (2 sets of keys is standard).

These requirements MUST be met for the Unit to be accepted, inspected and signed off on. If these requirements are NOT met, the driver and unit will be turned away and expected to correct the issue(s). The GLO phone number for the Hearne Staging Yard is 979-398-2264. Please be aware that Yard Hours or ability to complete inspections can be impacted by weather. Drivers can call ahead or text to confirm availability.

**EXHIBIT E: T.H.U. CHECKLIST**

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# T.H.U. CHECKLIST

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## 1. PREPARED THE T.H.U. INTERIOR FOR TRANSPORT

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- Properly secured the interior fixtures, equipment, and furnishings to prevent damage to interior.
- Cleaned all surfaces with the appropriate household cleaners such as Lysol All Purpose cleaning spray, PineSol multi-surface cleaner, and/or any similar household cleaning products. Mopped all hard surface floors, wiped down all counters and the interior of all cabinets, vacuumed any carpeted floors, and cleaned the bathrooms, including toilets and shower/bath tubs.
- Removed and appropriately disposed of all trash and rubbish within the units. (Note: Any abandoned personal items should be bagged, tagged, inventoried, and stowed in the unit by GLO or FEMA-assigned personnel.)
- Flushed toilets and turned on faucets to drain water lines.
- Verified refrigerator/freezer was empty, removed. Appropriately disposed of any items remaining inside.
- Removed glass/globes from light fixtures and secured in kitchen drawer.
- Secured all doors and windows.
- Fumigated the units.
- Properly discarded mattresses and any other soft goods.
- Contacted the local animal humane society to pick up any abandoned pet(s) for adoption.
- Performed all other actions as needed to prepare the T.H.U. interior for transport.

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## 2. PREPARED THE T.H.U. EXTERIOR FOR TRANSPORT

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- Disconnected all utilities and ensured that they were properly capped and secured, including removal of any temporary power poles or power pedestals.
- Validated that all breakers in the breaker box were turned off. For units connected directly to the Damaged Dwelling meter base, flipped breaker to the "Off" position and disconnected.
- Removed the skirting, anchors, and straps. In lieu of removal by Contractor, these materials may be given to the occupant upon written confirmation by occupant and placed in an orderly manner at an agreed-upon location on the property.
- Removed shims, blocks, and base pads.
- Removed stairs and ramps, if applicable. In lieu of removal by Contractor, these materials may be given to the occupant upon written confirmation by occupant and placed in an orderly manner at an agreed-upon location on the property.
- MHUs: Disconnected the air conditioning compressor/unit and draining refrigerant into a separate unit and met all regulatory requirements for capturing the refrigerant. (Contractor must ensure that when power and refrigerant lines are disconnected, enough slack remains so that the unit can be reused.) After disconnecting and draining the air conditioning compressor/unit, placed the compressor/unit into the MHU atop a protective covering for the floor and properly secured it for transport.
- RVs: Drained black water holding tank and flushed with clean water if so equipped; drained gray water tank; secured awning and any other items as required for transport; verified that antenna was in the down position; verified propane tank valves were closed; and turned battery on and closed slides.
- Filled in and compacted any holes caused by the removal of the unit and associated materials.

- Ensured that all tires were properly inflated and that the axles and wheels turned freely. Replaced all unserviceable tires, wheels, and axles.
- Completed pre- and post-transportation inspections of each unit to check for missing or damaged exterior components (i.e. shingles, siding, windows, etc.). Recorded and reported to GLO Logistics all damaged items. Repaired all damaged exterior items noted prior to transport. Any damages not recorded and documented properly or caused during transport will be repaired at no additional cost to GLO/FEMA.
- Removed all utility connects at FEMA's designated staging area.
- Installed axles/wheels/tires and tow tongues, when necessary.
- Re-keyed the unit if resident has misplaced the keys.
- Performed all other actions necessary to prepare the T.H.U. exterior for transport.

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### 3. T.H.U. CONDITION DOCUMENTATION

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- Took comprehensive digital photographs, with time-stamp and Global Positioning Satellite ("GPS") coordinates, showing the interior and exterior conditions of the T.H.U. at the time of pick-up.
- Took comprehensive digital photographs, with time-stamp and GPS coordinates, showing the condition of the site before unit removal, after unit removal, and after removal of all utility connections and site remediation.
- Prepared and provided written documentation detailing damage, if any, to the T.H.U. at the time of pick-up.
- Took comprehensive digital photographs, with time-stamp and GPS coordinates, showing the interior and exterior conditions of the T.H.U. at the time of drop-off at a FEMA storage location.

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### 4. T.H.U. SITE RESTORATION

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- Cleared the area immediately surrounding the T.H.U. of all material, equipment and debris used in or resulting from the deactivation.
- Removed such debris/material to a local community landfill.
- On day of deactivation, removed any poles, temporary water, sewage and electrical lines, or materials that were installed during the license-in process to establish utility connections.
- Properly filled and tamped all site holes and trenches at time of deactivation.
- Performed all other actions necessary to restore the site to its original condition before the unit was installed.

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### 5. T.H.U. TRANSPORTATION TO DESIGNATED FEMA SITE

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- Transported the unit from the installation site to FEMA's designated area using the most cost-efficient route.
- Included a Google Maps or equivalent electronic mapping tool route map clearly showing the route taken and mileage incurred which will be included with invoice(s).
- Meets FEMA staging area criteria