

**Mayor, Shawn Findley  
Mayor Pro-Tem, Ann Vernon  
City Council  
Jeff Michalak  
Charles Parette  
Darin Clark  
Kris Kuehnel**



**411 Tallowood Drive  
El Lago, Texas 77586  
Phone (281) 326-1951  
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[www.ellago-tx.gov](http://www.ellago-tx.gov)**

**Rachel Lewis, City Secretary**

**City of El Lago  
Notice to Bidders  
Sealed Bid Project #2022-03  
Disaster Debris Monitoring**

The City of El Lago is seeking proposals for the purpose of entering into a contract for Disaster Debris Monitoring. Sealed Request for Proposals for Disaster Debris Monitoring, El Lago Project No. 2022-03 will be received until 5:00 PM on June 1, 2022 by the City Secretary Rachel Lewis, at El Lago Hall, 411 Tallowood Drive, El Lago Texas 77586. Bids must be received and date and time stamped prior to the aforementioned time, when they will be publicly opened and read aloud at Taylor Lake Village City Hall. No late bids will be accepted. Bidding documents may be obtained by contacting City Secretary Rachel Lewis through email at [citysec@ellago-tx.gov](mailto:citysec@ellago-tx.gov). RFP documents may also be obtained from the City's website at [www.ellago-tx.gov](http://www.ellago-tx.gov). There is NO charge to view or download documents. No pre-bid meeting will be held for this project

**PUBLISH DATES:    Wednesday, May 4, 2022  
                              Wednesday, May 11, 2022**

# City of El Iago Timeline

<u>EVENT</u>	<u>DATE</u>
Issuance of RFP	5/4/2022
Published	5/4/2022 5/11/2022
Bid Due Date (5:00 PM)	6/01/2022
Bid Opening (11:00 AM)	05/04/2022

## Checklist of Documents to Return in Sealed Bid

- \_\_\_\_\_ Vendor Information Form
- \_\_\_\_\_ Bid Form
- \_\_\_\_\_ Cost Sheet
- \_\_\_\_\_ Exceptions to Specifications
- \_\_\_\_\_ Bid Bond- 5% of total amount bid
- \_\_\_\_\_ Certificate of Insurance
- \_\_\_\_\_ Conflict of Interest Questionnaire
- \_\_\_\_\_ House Bill 89 Verification Form

## I. General Terms and Conditions

### A. INTENT

The City of El Lago, Texas (City) is seeking to establish a pre-event contract with a qualified firm to provide disaster debris monitoring management services to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. The contract will be dependent upon the number of disasters and doesn't guarantee or invoke an annual minimum. The awarded disaster debris monitoring management contractor (hereinafter referred to as DMC) shall advise and support the City during a disaster recovery effort and shall be responsible for coordinating with and overall monitoring of the City's debris removal contractor(s) (hereinafter referred to as DRC) and recommending efficiencies to improve and expedite DRC recovery work.

### B. RECEIPT AND OPENING OF BIDS

The City of El Lago, (hereinafter called "CITY") invites bids on the form attached hereto. Sealed bids shall be submitted, **including one (1) marked original and one (1) marked duplicate and one (1) digital copy on a flash drive** on the original forms and clearly marked with bid number and description. This form must be fully completed and signed by an authorized agent when submitted. Please do not use metal or plastic binding on Bids; staples, paper clips, binder clips and 3-ring binders are acceptable forms of binding. The name and address of BIDDER shall be marked on the outside of the submitted bid packet, as well as the bid number and name. Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to be valid. Any exceptions may be just cause for disqualification. **Any bid received after the time and date specified shall not be considered.**

### C. BID MODIFICATIONS

Any BIDDER may modify their bid by sealed written communication at any time, provided such communication is received by City Secretary Rachel Lewis at 411 Tallowood, El Lago, Texas 77586, **prior to the bid due date, June 1, 2022 at 5:00 PM.**

### D. SCHEDULE CHANGES AND OTHER ADDENDUMS

CITY shall not provide interpretation of the meaning of the plans, specifications, or other pre-bid documents to any BIDDER orally. All questions, comments or requests for clarification **must be submitted in WRITING**. Every request for such interpretation must be in writing addressed to City Secretary, 411 Tallowood Drive, El Lago, TX 77586, or emailed to Rachel Lewis, citysec@ellago-tx.gov. No additional information will be given orally, in person or over the phone. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the enclosed specifications which, if issued, will be submitted to all prospective BIDDERS as soon as reasonably possible after they are received. Failure of any

BIDDER to receive any such addenda or interpretation shall not relieve BIDDER from any obligation of the submitted bid.

**E. PRE-BID MEETING**

There is no pre-bid meeting scheduled for this project.

**F. METHOD OF AWARD**

Contract will be awarded only to responsible BIDDER(S), possessing the ability to perform successfully under the terms and conditions of this Bid. Consideration will be given such matters as:

- Contractor integrity
- Compliance with public policy
- Record of Past Performance
- Financial and technical resources

**G. QUALIFICATIONS OF BIDDER**

At the time of opening of bids, each bidder will be presumed to be thoroughly familiar with the specifications and contract documents (including all addenda, if any). The failure or omission of any BIDDER to examine any form, instrument, or document shall in no way relieve any BIDDER from any obligation in respect of his/her bid.

The CITY may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the CITY all such information and data for this purpose that the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, the BIDDER fails to satisfy the CITY such that BIDDER is properly qualified to carry out the obligations of the contract and to complete the work described therein. Conditional bids will not be accepted.

**H. CONDITIONS OF WORK**

Each BIDDER must inform himself fully of the conditions relating to the services of the contract and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all services and labor necessary to carry out the provisions of the contract.

**I. LAWS AND REGULATIONS**

The BIDDER'S attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

The CONTRACTOR shall be responsible for the receipt and payment of any local, state, or federal permits required for the bid, if applicable.

**J. EQUAL EMPLOYMENT OPPROTUNITY**

Employees and applicants for employment must not be discriminated against because of their race, color, creed, sex, or national origin.

**K. SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this contract, the CONTRACTOR shall:

- Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 as may be amended/updated.
- Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

**L. CONFLICT OF INTEREST**

Chapter 176 of the Texas Local Government Code requires that any person who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of an officer, as described by Texas Local Government Code Section 176.006 shall file a complete Conflict of Interest Questionnaire with the Purchasing Coordinator within seven (7) days after the latter: 1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. Completed Conflict of Interest Questionnaire's may be mailed or delivered to the City Secretary, 500 Kirby, Taylor Lake Village, TX 77586. Please consult your own legal advisor if you have questions regarding the statute or this form.

**M. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES**

Pursuant to Section 2252.151 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract with companies that engage in business with Iran, Sudan, or known foreign terrorist organizations. These companies will be identified on a list prepared and maintained by the Texas State Comptroller.

**N. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Pursuant to Section 2270 if the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. A completed House Bill 89 Verification Form include will be required prior to award of bid.

O. DISCLOSURE OF INTERESTED PARTIES

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties (Form 1295) to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has created a website application for business entities to submit the required information, and requires that the form be filed electronically. Prior to a Contract being submitted to City Council, a completed Form 1295 will be required. This form is **NOT** required unless there is a contract between the vendor and the City.

P. NON-TRANSFERABLE AGREEMENT

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the Mayor, who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the Mayor. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

Q. INDEMNIFICATION

**THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM**

**THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

#### **R. CONTRACT TERM**

The term of the Contract resulting from this bid shall be a three-year period. The Contract may be renewed for two additional one-year terms with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement.

The CONTRACT will not automatically renew. The CONTRACTOR shall perform in accordance with the terms and conditions of the CONTRACT. Charges of poor performance shall be documented by the CITY and submitted to the CONTRACTOR for corrective action. If continued poor performance is communicated, this will be deemed as a breach of these specifications and shall be the cause for immediate termination of the CONTRACT. The City of El Lago reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination date.

#### **S. INSURANCE**

The CONTRACTOR shall keep and maintain during the term of this CONTRACT, a comprehensive general liability policy, with the CITY named as Additional Named Insured, with limits of:

- 1.** Workers' Compensation and employer's liability in amounts required by law;
- 2.** Commercial General Liability of not less than \$1,000,000.00 (combined single limit bodily injury and property damage per occurrence).
- 3.** Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements.
- 4.** Professional Liability, Errors, Omissions in an amount to be determined in the Scope of Work.

A copy of ANY current Certificates of Insurance should be included with your bid.

The successful Bidder shall furnish the CITY with an Insurance Policy Endorsement evidencing such coverage within seven (7) days of execution of Contract. Such insurance shall include contractual liability insuring the indemnity agreements contained in the CONTRACT resulting from this bid. Thirty (30) days prior notice of policy cancellation shall be provided to the CITY.

Successful Bidder must not begin any work under the contract until he/she has obtained all required insurance and provided the City Purchasing Department with the related certificates and endorsements. Nor shall the Bidder allow any Subcontractor(s) to commence work until all similar insurance required of the Subcontractor has been so obtained. The Bidder may provide insurance coverage for all his Subcontractors, at Bidder's cost. However, all Subcontractors must provide their own Workers' Compensation Insurance per State law. For the duration of the project, the Bidder must provide the insurance listed below and document required coverage with certificates of insurance.

#### **T. RATE OF PAY**

All salaries to be paid as a result of this contract shall be in compliance with all existing and future National, State and Local laws, ordinances and regulations, which in any manner affect the fulfillment of the CONTRACT and compliance with same. The actual salaries shall be paid at the discretion of the CONTRACTOR. CONTRACTOR shall furnish to the CITY an Insurance Endorsement or other evidence showing proper liability insurance coverage and worker's compensation insurance coverage for its staff for the duration of the Contract.

#### **U. BOND REQUIREMENTS**

With Bid Submission, all BIDDER's must submit a bid bond for an amount equal to not less than 5% of the total price of the project. Within seven (7) days of, execution of contract, the successful Bidder awarded this project will provide a performance and payment bonds for 100% of the Estimated Contract Total. All Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

#### **LIQUIDATED DAMAGES**

Should the Service Provider fail to complete requirements set forth in this statement of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore the Service Provider shall pay the City, as liquidated damages, the following:

- The Service Provider shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within 24 hours of notice to proceed.
- The Service Provider shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to begin work in the City, beginning 72 hours after issuance of notice to proceed.

- The Service Provider shall pay the City, as liquidated damages, \$1,000.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site. Application of liquidated damages does not release the Service Provider of all liability associated with hauling and depositing material to an unauthorized location.
- The Service Provider shall pay the City, as liquidated damages, \$500.00 per incident where the Service Provider fails to repair damages that are caused by the Service Provider or subcontractor(s). Application of liquidated damages does not release the Service Provider from the responsibility of resolving or repairing damages.
- The Service Provider shall pay the City, as liquidated damages, \$500.00 per calendar day of delay to complete the project by the agreed upon project completion date.
- The Service Provider shall pay the City, as liquidated damages, \$500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by the City and Service Provider per DMS.
- The Service Provider shall pay the City, as liquidated damages, \$100.00 per incident where the Service Provider fails provide sufficient documentation to the City to support FEMA eligibility of the work performed. Additionally, no payment will be made for the work performed. This liquidated damage will only apply when the contract is activated for a FEMA eligible disaster.

#### **PAYMENT AND PERFORMANCE BONDS**

Upon a Notice to Proceed, Contractor shall provide payment bond and performance bond for the entire estimated award amount of this contract. Both the Contractor and the City agree, that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in standard forms for this purpose, guaranteeing faithful payment to all persons supplying labor and materials or furnishing the Contractor any equipment in the execution of the Contract, and it is agreed that the Notice to Proceed shall not be in effect until such performance and payment bonds are furnished and approved by the City. If a bond is submitted, it shall be executed by the proposer and by a corporate surety, the qualifications of which shall be as required below. Such performance bond shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the proposer to so comply with the terms of his proposal. If the proposer furnishes a deposit instead of a performance bond, such deposit shall secure the City to the same purpose and effect, as the nature of the security which would have been provided had a performance bond been furnished. The performance bond must be issued by a reliable surety company authorized to do business in the State of Texas.

#### **EXECUTION OF BONDS**

The contractor will be required to execute performance and payment bonds, the amount of each not to be less than the contract price, with good and sufficient sureties on a form satisfactory to the City. The surety company must be authorized and admitted to write surety bonds in the State of Texas. If the amount of the bond exceeds \$100,000 the surety must:

- hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or

- have obtained reinsurance of any liability in excess of \$100,000 from a re-insurer that is authorized and admitted as a re-insurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety as re-insurer on obligations permitted under federal laws

## V. INVOICE AND PAYMENT

All payments under the contract resulting from the Request for Proposal shall be made only for services requested and approved by the City. There shall be no retainer paid in order to keep the contract in effect.

Bidder shall include Purchase Order number on corresponding invoice. Invoices will be emailed sent to:

CITY OF EL LAGO  
ATTN: RACHEL LEWIS  
411 TALLOWOOD DRIVE  
EL LAGO, TX 77586

The City of El Lago shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work.

## W. TERMS AND CONDITIONS

- The City of El Lago will accept **sealed bids** Monday through Thursday, 8:00 a.m. – 5:00 p.m. and Friday 8:00 a.m. – 12:00 p.m. Bids must be received by the CITY SECRETARY and time stamped by the specified hour and date of the opening. At that time the bids will be publicly opened and read aloud.
- All sealed bids should be submitted on the original forms provided including one marked original and one marked duplicate. Each bid must be sealed and should be placed in a properly identified envelope with bid project number, time and date of bid opening.
- Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
- Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
- The City of El Lago reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of El Lago must have at **least** three working days (72 hours) notice prior to bid opening date.
- **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid. Under no circumstances**

**will the terms of this Notice and documents be modified or changed unless reduced to writing by City.**

- **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
- Bid offered shall be valid for sixty (60) days from opening date.
- The City of El Lago is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
- The City of El Lago reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
- Bidder **MUST** give full legal name, type of business entity, firm/trade name and legal address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
- Any catalog, brand name or manufacturer’s reference used in bid invitation is descriptive – **NOT** restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer’s latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
- **NO** substitutions or cancellations permitted without prior written approval of the City of El Lago
- All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of El Lago reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of El Lago.
- **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded.
- Consistent and continued tie bidding could cause rejection of bids by the City of El Lago and/or investigation for Anti-Trust violations.
- If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public. Bidder understands that the City is subject to the Texas Public Information Act and related law, which shall control determination of confidentiality of such information.

- The Contractor/Supplier agrees to protect the City of El Lago from claims involving infringement of patents or copyrights.
- Original invoices shall be sent to the City of El Lago, 411 Tallowood Drive, El Lago, TX 77586; Attn: Rachel Lewis.
- The City of El Lago shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of El Lago shall constitute all items bid being received and in good working order to the City of El Lago's satisfaction.
- **Effective January 1, 2016 all business entities must file Form 1295 with the Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and follow all requirements pertaining to House Bill 1295.**
- **Effective September 1, 2017 all businesses entering into contracts will be checked against the list available on the Texas Comptroller website to verify that they do not and will not boycott Israel through the term of the agreement, pursuant to House Bill 89. In addition, the City of Taylor Lake Village will require a House Bill 89 Verification Form, included with this packet.**
- **Effective September 1, 2017 all businesses entering into contracts with the City will be checked against the list available on the Texas Comptroller Website to verify that they do not do business with Iran, Sudan and known terrorist organizations, pursuant to Senate Bill 252.**

## II. Scope of Work

The City of El Lago, Texas (City) is seeking to establish a pre-event contract with a qualified firm to provide disaster debris monitoring management services to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. The contract will be dependent upon the number of disasters and doesn't guarantee or invoke an annual minimum. The awarded disaster debris monitoring management contractor (hereinafter referred to as DMC) shall advise and support the City during a disaster recovery effort and shall be responsible for coordinating with and overall monitoring of the City's debris removal contractor(s) (hereinafter referred to as DRC) and recommending efficiencies to improve and expedite DRC recovery work.

### A. GENERAL REQUIREMENTS

Monitoring debris removal operations requires comprehensive observation and documentation of the debris removal work performed from point of collection to final disposal.

In the event of a disaster or emergency, the DMC shall service the City first and be on-call to provide disaster debris monitoring management services necessary to ensure the safety and well-being of all residents and visitors to the City. Response will be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Task Order issued by the City.

The response of the DMC to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to ensure compliance with Texas Commission on Environmental Quality (TCEQ) regulations, Texas Department of Transportation (TxDOT), Federal Highway Administration (FHWA), FEMA reporting requirements and any other federal, state, or local regulation to ensure that the City shall have the means to be reimbursed for all eligible disaster recovery costs from the appropriate federal, state, and private agencies. The DMC shall monitor the DRC's progress and suggest and assist with implementing recommendations to improve efficiency.

Contractor and personnel shall stay current with FEMA and FHWA policies and procedures and promptly notify the City's Office of Emergency Operations.

## B. DESCRIPTION OF SERVICES

The DMC shall provide disaster debris monitoring services to support the City in the management of disaster debris removal & recovery resulting from but not limited to events such as hurricanes, floods or tornadoes. When a major disaster occurs or is imminent, the City will contact the DMC to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, right-of-way's, municipal properties and facilities, and other public sites. In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the DMC should be prepared to respond immediately after tropical sustained winds have receded to below 40 mph in Harris County.

Contractor shall be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 calendar days. Contractor shall meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act whenever possible.

The DMC shall monitor DRC activities to ensure satisfactory performance. Monitoring includes: verification that all debris picked up is from public property or right-of-way and is a direct result of the disaster; measurement and inspection of trucks to ensure they are fully loaded; on-site inspection of pick-up areas, debris traffic routes, temporary storage sites, and disposal areas; verification that the contractor is working efficiently and in its assigned contract areas; verification that all debris management sites have access control and security.

These services will include the following activities but are not limited to:

### 1. Project Manager Responsibilities:

- Ensure a sufficient number of trained debris monitors are available to monitor the "first push", cut and toss debris clearance operations;

- Ensure a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities;
- Provide tower/disposal site monitors to observe and record all debris loads entering the debris management sites;
- Provide tower/disposal site monitors to observe and record all debris loads exiting the debris management sites for final disposal;
- Provide data entry and document processing personnel if applicable;
- Conduct safety meetings with field staff as necessary;
- Respond to and document issues regarding complaints, damages, accidents and incidents involving the DMC or DRC personnel and ensure that they are fully documented and reported to the City's Debris Manager or designee.
- Coordinate daily briefings with the City and the DRC, daily status reports of work progress and staffing;
- Ensure the timely acquisition and retention of documentation of environmental authorizations and or permits for debris management sites and final disposal;
- Review and reconcile debris removal contractor invoices submitted to the City; and,
- Ensure preparation and submission of interim operations and status reports and a final report, as directed by the City.

2. Field Monitoring Staff Responsibilities:

DMC shall provide sufficient trained staff in sufficient numbers to adequately monitor all operations supervised by the Field Managers. Duties of monitors shall include, but are not limited to, the following:

- Accurately measure and certify truck capacities (recertify on a regular basis).
- Quality assurance/control of truck certification measurements throughout the life of the project.
- Provide documentation for all eligible debris removal activities from Federal Aid eligible roadways – first push (cut & toss) and first pass and for second and subsequent passes on all roadways, as directed by the City.
- Properly and accurately complete and physically control load tickets (in tower and field).
- Ensure that trucks are accurately credited for their load.
- Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed or not compacted).
- Validate hazardous trees, including hangers, leaners, and stumps.
- Ensure that hazardous wastes are not mixed in loads.
- Ensure that all debris is removed from trucks at Debris Management Sites(DMS).
- Report if improper equipment is mobilized and used.
- Report if contractor personnel safety standards are not followed.
- Report if general public safety standards are not followed.
- Report if completion schedules are not on target.

- Ensure that only debris specified in the contract is collected (and is identified as eligible for ineligible).
- Assure that force account labor and/or DRC work is within the assigned scope of work.
- Monitor site development and restoration of DMS.
- Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
- Disposal Site / Tower Monitors shall observe and record truck quantity estimates of inbound and outbound debris.
- Exit Site Monitors shall observe that all outbound trucks are fully discharged of their loads prior to exit from DMS.
- Ensure that accurate, legible and complete documentation is provided through load tickets, truck certifications and/or other logs and reports, as required.
- Maintain photographic documentation of debris removal trucks and activities, specifically hazardous stump removal process, hangers, leaners or tree removal and/or other special or unusual occurrences in the field.
- Document and report activities to the City which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- Document and report to the City damages which occur on public or private property as a result of DRC operations.
- Document and report to the City any violations of TCEQ debris site conditions.
- If TCEQ debris site conditions are violated the DMC shall oversee tasks, sufficiently to satisfy the TCEQ, performed by the DRC.

3. Data collection/documentation

4. Management of designated debris staging and processing sites.

5. Review and validate DRC invoices prior to submission to City for processing and payment.

6. Provide other project management services, including emergency communications.

7. FEMA compliance monitoring/audit oversight, and reimbursement support, including but not limited to:

- Field monitoring
- Truck and trailer certification
- Load ticket process development, validation and all accounting services
- Filing/reporting of documents for FEMA reimbursement process
- Infrastructure damage and repair assessments.

## C. DATA MANAGEMENT AND DOCUMENTATION

The DMC shall ensure all necessary documentation is provided to the City as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FEMA Public Assistance program or other applicable federal, state or local agencies.
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation and locations of work performed during the time and materials phase of operations.
3. Completion of truck certifications, equipment certifications and establishment of a *Quality Assurance and Quality Control (QA/QC)* program throughout the life of the project.
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program e.g., FEMA PA, other federal, state or local programs, etc.
5. Documentation of eligible hazardous stump removal, hangers, leaners or tree removal which includes photographic records, GPS coordinates, street or milepost identifier and/or other information as available and applicable.
6. Environmental authorizations and/or permits as applicable.
7. Daily electronic spreadsheet summaries of cubic yards/tons collected, specified by governing federal public assistance program. The daily summary shall be communicated to the City Debris Manager or designee.
8. Production in electronic format (scanned) and paper copies of all documentation for submittal to federal and/or state agencies.
9. Provide certified weigh master if requested.
10. Assist the City in creating field maps using GIS or equivalent, as well as track and present contractor progress in GIS, or equivalent.
11. Organize, maintain and provide to the City electronic copies of cost justification documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the City upon completion of the project.

#### D. REPORTING

The DMC shall provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the City), as well as a final report of the debris removal operations.

The daily status report shall include at a minimum: the daily cubic yards/tons collected by material, cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in the field, cubic yards/tons by debris type hauled to final disposition and location of final disposal, and total cubic yards/tons hauled to recycling or salvage facilities.

An interim status report may be required at the discretion of the City. A final report covering the history of the operations; the locations of debris management sites; remediation and debris management site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage

facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.

#### E. MEETINGS/COMMUNICATIONS

- Conduct daily meetings with the City and the DRC.
- Conduct field meetings as needed.
- Provide phone consultations and reference information to City staff upon request

#### F. PERMITS

DMC shall:

- Assist the City with any permit applications and coordination with environmental agencies, clarifying and resolving any compliance issues;
- Assist the City with any pre- or post-sampling of soil and groundwater, and,
- Monitor compliance by the DRCs to any permit requirements.

#### G. COMMUNITY RELATIONS SUPPORT SERVICES

In addition, the DMC may be required to provide comprehensive community relations support during all phases of the disaster debris recovery including but not limited to:

- Providing the City with comprehensive progress reports
- Damage complaint investigations and resulting resolution reports
- Media relations
- Preparing any necessary audio/visual products, including factsheets
- Establishing telephone call centers
- Participating in public meetings

#### H. OTHER RELATED SERVICES

- Perform damage assessments to determine areas impacted, and quantities and types of debris.
- Training of selected City staff in essential debris management, monitoring, and collection functions to ensure appropriate interface with contractors, county, state, and federal agencies as directed by the City's Debris Manager or designee.
- Additional Services - Services not specifically identified in any written agreement derived from this request may be added to the agreement upon mutual written consent of the contracting parties without further competition.

#### I. ANNUAL SERVICES

DMC shall provide the following annual services at no additional cost to the City:

- Attend one (1) meeting annually for pre-event planning.

- Prepare and present at the annual meeting, a written plan of operations to the City, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors.
- Review and visit with City staff, the DMS location(s) to be used (as applicable).

#### J. MONITORING LOCATIONS

Anticipated locations to be monitored:

- Public rights-of-way within the City
- Debris Management Site(s)

#### K. INVOICING AND PAYMENT

- DMC shall submit invoices on a monthly basis to the City.
- DMC shall ensure all contract quantities for both DRC and DMC are documented and recorded according to current federal requirements, including time at disposal sites estimating loads on incoming and outgoing debris loads.
- Maintain a database of all contract quantities and perform DRC invoice verification for the City and resolving any discrepancies that may exist.
- All invoices shall be submitted in an acceptable format to the City in an electronic and hard copy format with daily reports as supporting documentation. The invoices shall be submitted in accordance with federal, state, and local rules, regulations, and laws.
- Payment Schedule: Invoices will be processed for payment only after approval by the City's Debris Manager or designee. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the City's Debris Manager or designee
- All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.
- No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Debris Management Site Monitors, Roving Debris Monitors. Billable time shall be limited to hours when debris-hauling trucks are in operation. The City's Debris Manager or designee shall determine the hours of truck operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets.
- All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The DMC shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.
- No overtime rates will be paid.
- Final invoice shall be submitted to the City no later than thirty (30) calendar days following final acceptance of the individual task requested by the City.

- Payment of expenses considered incidental to the execution of the contract are at the sole discretion of the City. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a citywide basis would be considered incidental. Furthermore, a test the City will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the City or DMC. The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the contract and paid separately from the contract. The City reserves the right to be the sole judge in determining if an expense is considered incidental to the execution of this contract.

### **III. Proposal Submittals**

Proposers must include the following information in their proposals and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

#### **A. TITLE PAGE**

Title Page shall show the RFP name and number; the firm's name; the name, address and telephone number of a contact person; and the date and time the proposal is due.

#### **B. TABLE OF CONTENTS**

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

#### **C. CONTRACTOR ROLE & RELATIONSHIP WITH THE CITY**

Provide a letter of introduction that emphasizes why your company is best suited to meet the Debris Removal Services of the City.

#### **D. SUMMARY OF QUALIFICATIONS**

- Provide a copy of your Certificate of Insurance;
- Indicate specifically the personnel who will have primary responsibility for the City's contract. Also, indicate all key individuals, and their tasks and/or areas of expertise. Identify the percentage of work to be completed by subcontractor(s).
- A summary of any litigation filed against the proposer in the past five (5) years that is related to the services to be provided. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome and the monetary amounts involved.
- Provide a comprehensive list of contracts (current or prior) represented by type of event, contract value, duration of contract and interaction with FEMA.
- Provide a list of other government contracts that you currently have and state where the

City would fall in terms of priority.

- Provide a minimum of three (3) references within the State of Texas, of similar current and ongoing contracts for a minimum of twelve (12) consecutive months.
- Provide a comprehensive list of equipment available for use with this contract.
- Financial Statements

#### E. PROPOSED COST

All costs associated with delivering the requested services must be detailed in the format requested on this document.

#### F. ADDITIONAL REQUIRED PROPOSAL SUBMITTAL FORMS

- Vendor Information Form
- Bid Form
- Cost Sheet
- Exceptions to Specification
- House Bill 89 Verification Form
- Conflict of Interest Questionnaire
- Resumes or Qualifications of key personnel who might be assigned to this project

## VENDOR INFORMATION FORM

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF EL LAGO, TEXAS FOR:

### Debris Removal Monitoring

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

CONTACT PERSON NAME: \_\_\_\_\_

CONTACT PERSON TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PUBLICLY TRADED COMPANY: \_\_\_\_\_ YES                      \_\_\_\_\_ NO

LEGAL STATUS OF CORPORATION (Circle One):

INDIVIDUAL

PARTNERSHIP

CORPORATION

JOINT VENTURE

## Bid Form

1. The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
  
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for 60 calendar days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 calendar days after the date of CITY'S Notice of Award.
  
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):  

Date: _____	Number: _____
Date: _____	Number: _____
Date: _____	Number: _____
  
  - B. BIDDER has familiarized itself with the nature and extent of the work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
  
4. BIDDER will complete the Work for the following price: (Note: Bid item is for work complete in place). These prices are to cover all expenses incurred in performing the work required under the Contract Documents, including related work that may not be specifically mentioned.

\_\_\_\_\_  
Company Representative (Printed)

\_\_\_\_\_  
Company Representative (Signature)

\_\_\_\_\_  
Date

## COST SHEET

Unit prices requested shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

Please provide a detailed list of all labor, equipment, and services that your firm can provide for Disaster Debris Monitoring. Pricing should be submitted in a format that can easily be tied back to this cost sheet.

**These quantities of Debris to be removed are estimates to be used for price evaluation and to set contract limits. These numbers DO NOT represent anticipated volume of work. Please estimate the amount of work required based on the amount of debris removed.**

### Section A- Required Staff Positions

Section A- Staff Positions

Item No.	Position	8,000 Cubic Yards of Debris Removed				250,000 Cubic Yards or Debris Removed			
		Unit	Quantity	Unit Cost	Expanded Cost	Unit	Quantity	Unit Cost	Expanded Cost
1	On-Site Project Manager								
2	DMS and Field Supervisors								
3	Field Monitors								
4	DMS and Tower Monitors								
5	GIS Specialist								
6	Data Manager								
7	Billing/Invoice Analyst								
8	Data Entry and Administrative Staff								
		<b>Total</b>				<b>Total</b>			

**Section B- Additional Required Staff Positions**

List any positions NOT listed in Section A above that will be utilized to perform the services covered in this RFP

Section B- Additional Required Staff Positions

Item No.	Position	8,000 Cubic Yards of Debris Removed				250,000 Cubic Yards of Debris Removed			
		Unit	Quantity	Unit Cost	Expanded Cost	Unit	Quantity	Unit Cost	Expanded Cost
1									
2									
3									
4									
5									
6									
7									
8									
		<b>Total</b>				<b>Total</b>			

### Section C- Optional Staff Positions

List positions that may provide additional benefit to the city. Please separately detail that benefit. These services will only be provided at the City's Request.

Section C- Optional Staff Positions

Item No.	Position	8,000 Cubic Yards of Debris Removed				250,000 Cubic Yards of Debris Removed			
		Unit	Quantity	Unit Cost	Expanded Cost	Unit	Quantity	Unit Cost	Expanded Cost
1									
2									
3									
4									
5									
6									
7									
8									
		<b>Total</b>				<b>Total</b>			



## House Bill 89 VERIFICATION

I hereby affirm that I am an authorized agent of \_\_\_\_\_  
\_\_\_\_\_ hereafter referred to as company, **do hereby affirm that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract/agreement if awarded under this Request for Proposal.**

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** \_\_\_\_\_  
Signature of vendor doing business with the governmental entity Date

# ATTACHMENT 1

## Federal Contract Required Clauses

The activation of any Contract resulting from this RFP will be subject to FEMA reimbursement. Therefore, the following contract clauses will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II.

### **I. Remedies.**

- A. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- B. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

### **II. Termination for Cause and Convenience.**

- A. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- B. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### **III. Equal Employment Opportunity.**

- Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- Key Definitions.
  - Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings,

highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- Applicability.  
This requirement applies to all FEMA grant and cooperative agreement programs.
- The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. In the event of the contractor's noncompliance 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 as 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.
- G. 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 noncompliance: 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.”

#### **IV. Davis Bacon Act and Copeland Anti-Kickback Act.**

1. Applicability of Davis-Bacon Act.

The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

2. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
3. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
4. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
6. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and sub recipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti -Kickback Act.” However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland “Anti -Kickback” Act.

- Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.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.
- 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.
- 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.”

**V. Contract Work Hours and Safety Standards Act.**

- Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

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

- 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.
- 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 therefore 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.

- c. 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.
- d. 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.”

#### **VI. Rights to Inventions Made Under a Contract or Agreement.**

- Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

#### **VII. Clean Air Act and the Federal Water Pollution Control Act.**

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- a. 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.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. 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

- 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.
- The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 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.”

**VIII. Debarment and Suspension.**

- **Applicability:** This requirement applies to all FEMA grant and cooperative agreement programs.
- Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Sub recipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT

Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. §180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include sub awards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and sub recipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- Specifically, a covered transaction includes the following contracts for goods or services:
  - a. The contract is awarded by a recipient or sub recipient in the amount of at least \$25,000.
  - b. The contract requires the approval of FEMA, regardless of amount.
  - c. The contract is for federally-required audit services.
  - d. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or sub recipient and requires either the approval of FEMA or is in excess of \$25,000.
- The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- A.** 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).
- B.** The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.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.
- C.** This certification is a material representation of fact relied upon by (insert name of sub recipient). 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 (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D.** The bidder or proposer agrees to comply with the requirements of 2C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**IX. Byrd Anti-Lobbying Amendment.**

1. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
2. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
3. 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 must 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 non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
4. The following provides a Byrd Anti-Lobbying contract clause:

"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 required certification. 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."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [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 undersigned, 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 undersigned shall complete and

submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**X. Procurement of Recovered Materials.**

- A. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- B. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- C. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

- D. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(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, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/comprehensive-procurement-guidelines>.”

**XI. Additional FEMA Requirements.**

1. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

2. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract.

The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

4. The following provides a contract clause regarding access to records:

“Access to Records. 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.”

**XII. DHS Seal, Logo, and Flags.**

1. All non-Federal entities must place in their contracts a provision that a 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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
2. The following provides a contract clause regarding 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.”

**XIII. Compliance with Federal Law, Regulations, and Executive Orders.**

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding 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.”

**XIV. No Obligation by Federal Government.**

- A. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the 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.
- B. The following provides a contract clause regarding no obligation by the 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.”

**XV. Program Fraud and False or Fraudulent Statements or Related Acts.**

1. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
2. The following provides a contract clause regarding Fraud and False or Fraudulent 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.”