

REQUEST FOR PROPOSALS

FOR

THE TEXAS STATE UNIVERSITY SYSTEM
AUSTIN, TEXAS

DISASTER RECOVERY AND
REMEDICATION SERVICES

RFP NO.:
758-18-00059

ALL PROPOSALS MUST BE RECEIVED BY:
September 21, 2018 - 3:00 p.m. (C.D.T.)

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**REQUEST FOR PROPOSALS
FOR
DISASTER RECOVERY AND REMEDIATION SERVICES
THE TEXAS STATE UNIVERSITY SYSTEM
RFP NO.: 758-18-00059**

SECTION I – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The Texas State University System (TSUS) (“System”) is requesting competitive proposals from qualified Disaster Recovery and Remediation Services vendors for the Texas State University System, including the Component Institutions. This solicitation sets forth, at a minimum, the specifications, terms, conditions, and requirements to be considered for this solicitation. TSUS will select the Proposal(s) that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals. Prospective entities submitting their proposals in response to this solicitation are called “Respondents”, “Vendor”, or “Proposers” herein.
- 1.2 **PUBLIC INFORMATION:** By submission of this agreement, [Vendor] acknowledges that the agreement, and the contents of any underlying proposals or other documents provided to [TSUS] in response to a competitive bid process from which the Agreement resulted, are public information under the Texas Public Information Act (Texas Government Code Chapter 552). [Vendor] agrees that [TSUS] may provide a copy of the Agreement and/or bid documents in response to a public information request, post the Agreement on its public website, or otherwise release the contents of the Agreement and/or bid documents at [TSUS’s] discretion and without prior notice to [Vendor]. Vendor acknowledges that the TSUS strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information.
- 1.3 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued formally by TSUS as a written addendum. Addenda, if required, will be issued by TSUS for this RFP via the Texas Electronic State Business Daily at: <http://www.txsmartbuy.com/sp> The Agency Number for Texas State University System is 758. It is the responsibility of all Respondents to check the status of formal addenda before the submission deadline and to obtain this information in a timely manner. **All such addenda issued by TSUS before the submittals are due shall be acknowledged by Respondents and incorporated into their response to the RFP.**
- 1.4 **EXECUTION OF OFFER:** Please complete, sign and return the attached Execution of Offer (Section VI) as part of the proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. **Failure to sign and return the Execution of Offer will result in the rejection of the proposal.**
- 1.5 **PROPOSER QUESTIONS:** After the RFP is advertised, proposers will have until **Friday, September 7, 2018, 3:00 p.m. (C.D.T.)**, to submit written questions for clarification of the proposal. Send questions to TSUS’s Point-of-Contact listed under Section 1.6. All questions submitted and received will be reviewed, consolidated where possible, and answered in one addendum to the proposal. The addendum will be posted on the Texas Electronic State Business Daily at : <http://www.txsmartbuy.com/sp> The Agency Number for Texas State University System is 758. Addenda are usually posted within 2 business days unless the questions involve legal issues

or complex subjects. It is the proposer's responsibility to continually check the website for Addenda.

- 1.6 **POINT-OF-CONTACT:** TSUS designates the following person as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with TSUS and direct all questions regarding this RFP, including questions regarding terms and conditions, **in writing** to the Point-of-Contact person no later than **Friday, September 7, 2018 at 3:00 p.m. (C.D.T.)**.

Mr. Daniel Harper, Vice Chancellor for Finance
The Texas State University System
601 Colorado Street
Austin, Texas 78701
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Email: daniel.harper@tsus.edu

- 1.7 **SUBMISSION OF PROPOSALS:** TSUS will receive Proposal, including HUB Plan, for RFP NO.: 758-18-00059 at the time and location described below. **The Proposer (not the carrier/mail service/other or TSUS)** is solely responsible for ensuring that the proposal is received prior to the specified opening date and time as specified on the RFP form. **Proposals must be received by the following date and time, addressed to the point of contact person noted below:**

Friday, September 21, 2018 - 3:00 p.m. (C.D.T.)

Mr. Daniel Harper, Vice Chancellor for Finance
The Texas State University System
601 Colorado Street
Austin, Texas 78701

- 1.7.1 Proposer should submit **one (1) complete paper copy (including HUB plan) of their entire proposal** and **one (1) complete electronic copy (including HUB plan) of their entire proposal** to the attention and address listed above. The electronic copy should be in Adobe Acrobat PDF format on a USB drive. A signature by an authorized officer of Proposer must appear on the Execution of Offer included in the submitted proposals, both paper and electronic.
- 1.7.2 Unacceptable Proposal Delivery Methods: TSUS will not accept proposals submitted by telephone, facsimile (fax) transmission, or electronic email submission in response to this RFP.
- 1.7.3 Proposal Envelope/Box/Container: Proposal should be placed in an envelope, box, or container that is completely and properly identified with the RFP number, due date and time. It is the proposer's responsibility to have the proposal correctly marked, addressed and delivered to TSUS's point of contact by the specified date and time for receipt.
- 1.7.4 Format for Proposal: Proposer should submit their complete proposals. **both the paper and electronic copy**, using substantially the following format in terms of order of content. Proposer shall make every effort to present the required information in a detailed, orderly, and compact presentation. Proposer should provide visual examples of functionality to

clarify and reinforce key product features and services. Long or elaborate proposals are not desired.

- Cover page:
- Execution of offer, including pricing page(s):
- Table of Contents:
- Executive Summary of Proposal:
- Company Information and History: including, but not limited to the following:
- Company name, Federal Tax Identification Number, company address, contact information (company and proposer’s representative).
- All required information as requested in the Evaluation Criteria and in Requirements and Specifications as well as any additional information the Proposer feels is relevant to their proposal.
- The Proposers HUB Plan and all required HUB documentation.

NOTE: The above listing of items to be included in the proposal submission is a summary provided to aid proposers in putting together their proposal package. Any items stated in other sections of the RFP, but not listed in this section, are still required to be provided as part of the proposal submission.

1.8 **EVALUATION OF PROPOSALS:** It is the intent of the Texas State University System to award a contract to the responsible, responsive Proposer(s) that submits a proposal that meets the minimum criteria set forth herein, and that represents the best value to the System.

All properly submitted Proposals will be reviewed, evaluated, and ranked by TSUS. Proposals will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of the criteria are listed below. Only criteria designated in the solicitation can be considered in the award determination.

1.8.1 **EVALUATION CRITERIA WEIGHTED VALUES:** Evaluation factors will be weighted as follows:

- 30 Points Respondents proposed cost of services.
- 25 Points Respondents qualifications and background
- 20 Points Respondents plan and strategy for performing services
- 15 Points Respondents organizational and staff structure
- 10 Points Respondents references from current clients and general reputation within the industry

1.9 **TSUS’ RESERVATION OF RIGHTS:** TSUS may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The TSUS reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. TSUS makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

- 1.10 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposal in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the “best value” firm(s) will require subjective judgments by TSUS.
- 1.11 NON REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the Respondent’s participation in this RFP process shall be at the sole risk and responsibility of the Respondent. Respondents submit Proposals at their own risk and expense.
- 1.12 HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS: It is the policy of The Texas State University System to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, TSUS has adopted the Policy on Utilization of Historically Underutilized Businesses. The Policy applies to all contracts with an expected value of \$100,000 or more. If TSUS determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Proposal. **Failure to submit a required HUB Subcontracting Plan will result in rejection of the Proposal.**
- 1.12.1 TSUS has determined that subcontracting opportunities are probable for this solicitation.
- 1.12.2 Forms and Policy on Historically Underutilized Business can be found on the Texas State Comptrollers website at:
- <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>
- 1.13 CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.
- 1.14 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised the successful Respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Proposer agrees each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.15 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the vendor or applicant certifies the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

- 1.16 CONFLICTS/CONTACT: Respondents shall not contact existing members of the Board of Regents, TSUS employees, including all of System's component Institutions during the open period.
- 1.17 OWNERSHIP AND USE OF WORK MATERIAL: All work material, whether or not accepted or rejected by TSUS, is the sole property of TSUS and for its exclusive use and re-use at any time without further compensation and without any restriction.
- 1.18 VALIDITY PERIOD: Each proposal should state that it will remain valid for a minimum of ninety (90) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.
- 1.19 CONTRACT ADMINISTRATION: Contract administration will be by TSUS. Proposer shall provide, as part of their response, a copy of Proposer's Standard Contract Agreement. TSUS, at its discretion, may choose to use this contract, with appropriate amendments and changes, or its own contract.
- 1.20 TERMINATION/CANCELLATION: TSUS may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.
- 1.21 PRESENTATIONS: TSUS may, at its sole discretion, invite selective responsive firm(s), at the firm(s) expense, to give an oral presentation and respond to questions. Presentations, at TSUS's discretion, may be either on site at TSUS's Offices in Austin, Texas or by video conference.
- 1.22 NEGOTIATIONS: If possible, an award will be made without holding negotiations. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with proposer(s) who have a reasonable chance of receiving contract award. Therefore, do not anticipate negotiations being held. Best and Final Offers will only be requested if negotiations are held. Therefore, you are strongly encouraged to submit your best offer at the time proposals are due.
- 1.23 MULTIPLE AWARDS AND UTILIZATION: It may be determined that having the Services requested under this RFP provided by multiple Proposers is more advantages to TSUS. TSUS reserves the right to make multiple awards against this RFP. TSUS will pay only for the services utilized and makes no guarantee of a maximum amount paid over the course of any contract resulting from this RFP.

SECTION II – OVERVIEW

- 2.1 DESCRIPTION OF TSUS: The Texas State University System, founded in 1911, is the first higher education system established in Texas. Beginning as an administrative means to consolidate the support and management of state teacher colleges, the System has evolved into a network of higher education institutions stretching from the Texas–Louisiana border to the Big Bend region of West Texas.

Today, seven component institutions offer a broad range of academic and career opportunities. Throughout the System, faculty and staff are preparing students to work in and contribute to our global society. The Texas State University System and its component institutions are:

- The Texas State University System Administration, Austin, Texas
- Lamar University, Beaumont, Texas
- Sam Houston State University, Huntsville, Texas
- Sul Ross State University, Alpine, Texas
- Texas State University, San Marcos, Texas
- Lamar Institute of Technology, Beaumont, Texas
- Lamar State College - Orange, Orange, Texas
- Lamar State College - Port Arthur, Port Arthur, Texas

The Texas State University System is governed by a nine-member Board of Regents appointed by the governor. In addition, a nonvoting student regent is appointed annually to the board. The administration, which is led by a board-appointed chancellor, is based in Austin, where it provides support to the System components and state government.

- 2.2 **PROJECT DESCRIPTION:** The Texas State University System is seeking qualified firms to provide disaster recovery and remediation related construction services to TSUS component institutions. The project could include any and all damaged area(s). This solicitation sets forth, at a minimum, the specifications, terms, conditions, and requirements to be considered for this solicitation. TSUS reserves the right to make multiple awards under this RFP. TSUS will select the Proposal(s) that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals.
- 2.3 **PERFORMANCE PERIOD/OPTION TO EXTEND THE TERM:** The initial contract term shall be for five (5) year, beginning on or before December 31, 2018. TSUS may renew the contract: for up to three (3) additional one (1) year terms. Notice of renewal to be issued in writing at least thirty (30) days prior to the end of the current performance period. The total duration of the contract, including the exercise of renewals, shall not exceed four (8) consecutive years.
- 2.4 **REQUIRED TIMELINE:**
- a. Issue RFP on or about: Friday, August 24, 2018
 - b. Last Day for questions: Friday, September 7, 2018 at 3:00 p.m. (C.D.T)
 - c. Proposal due: Friday, September 21, 2018 at 3:00 p.m. (C.D.T)
 - d. Anticipated Contract Start Date: December 31, 2018
- 2.5 Class and Item (NIGP Code): 990-30, 926-78, 936-27

SECTION III – TSUS REQUIREMENTS AND SPECIFICATIONS

- 3.1. **RESPONDENT’S METHODOLOGY, QUALITY OF GOODS/SERVICES, AND ABILITY:**
- 3.1.1. Describe your methodology for providing the requested goods or services and your service support philosophy.
 - 3.1.2. Describe how you will measure the quality of service provided to a component institution for this Project.
 - 3.1.3. Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact in both organization and company direction.

- 3.1.4. Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the Component Institution.
- 3.1.5. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
- 3.1.6. Does any relationship exist by relative, business associate, capital-funding agreement, or any other such kinship between your firm and any employee, officer or Regent of TSUS, including Component Institutions? If so, please explain.

3.2. QUALIFICATIONS AND REFERENCES:

3.2.1. Provide the following information for the Firm:

- Describe your unique qualifications as they pertain to this project.
- Provide a statement on the availability and commitment of the Respondent, its principal(s) and assigned professionals to undertake the Project.
- Identify and describe the proposed team's past experience for providing services that are **MOST RELATED TO THIS PROJECT** within the last ten (10) years. List the projects in order of priority, with the most relevant project listed first. Emphasis on projects for Higher Education. Provide the following information for each project listed (Minimum of 3 Maximum of 5 Projects):
 1. Project name, location, and description
- References (for each project listed above, identify the following):
 1. The firm's name and representative who served as the day-to-day liaison during the project, including telephone number and/or email address;
 2. Length of business relationship with the firm

TSUS may contact references during any part of this process. TSUS reserves the right to contact any other references at any time during the Solicitation process.

3.2.2. Provide résumés for all proposed personnel that will be assigned to this project to include the following:

- Experience in the industry;
- Background and education;
- Certifications;

3.3 ALTERNATE PROPOSALS: TSUS may consider alternate proposals submitted by Proposer. Proposers submitting alternate proposals should (i) clearly identify any exceptions taken to the requirements and specifications set forth in this RFP and (ii) include a detailed description of the alternative(s) proposed. Proposer may suggest additions to the requirements and specifications set forth in this RFP, and all such suggestions should be clearly defined. Alternate proposals should be submitted as attachments to the proposal. Alternate proposals shall meet the same requirements and shall be in the same format as the proposal's base format.

3.4 PROPOSER'S REQUIRED INFORMATION AND QUALIFICATION QUESTIONNAIRE: The Proposer recognizes that in selecting a supplier, TSUS will rely in part on the answers provided in response to this section. Accordingly, proposer certifies that to the best of its knowledge, all responses are true, correct and complete. TSUS reserves the right to contact each and every reference or contact name listed below and shall be free from any liability to Proposer for conducting such inquiry. To be considered Proposer must address and include a response to each question in this Section in their proposal in the order asked.

All Proposals submitted must contain, at a minimum, full and complete responses to each of the following. Proposer must demonstrate the ability to meet operational qualifications and responsibilities as stated in Section 3.1. If a Proposer cannot meet those qualifications and responsibilities, it must state that, and when appropriate, offer an alternative response. Failure to respond to any item listed may disqualify the Proposal.

a. Proposers Qualifications and Background:

1. Present evidence that the company is licensed to solicit business in the State of Texas. Include a copy of the license(s).
2. Identify the organizational status of the company, i.e., corporation, partnership, or sole proprietorship. Include the date of incorporation, name of corporate president/principals, and federal employment identification number (corporations) or social security number (sole proprietorship).
3. Provide the complete name of the company, the address and telephone number of the office which will handle this contract should a contract be offered by TSUS, and the locations of all other offices from which the company conducts business.
4. Provide a history of the company.
5. Demonstrate that the company has a minimum of five years' experience during the preceding eight years doing business as a security guard service.

b. Organizational and Staff Structure:

1. Discuss the structure of the organization, including the role and function of each department in the company.
2. Provide the number of full-time and part-time employees. Provide a breakdown of the number of employees in each department by staff position. Indicate whether each employee is full-time or part-time.

3. Provide resumes for officers of the company and senior management.
 4. Provide the name, title, area of responsibility, type and years of experience, education, and length of employment with the company for each person on the Management/Project Team.
 5. Describe the training afforded company employees.
 6. State the company's capability to offer services in a multi-lingual environment.
- c. Company-Customer Relationships:
1. Discuss the means of maintaining relationships between the company and a client. Describe the customer service offered to clients.
 2. Provide the name, title, and telephone number of the individual within the company who will serve as the primary contact should a contract be awarded based on this Proposal.
 3. Describe the company's ability to maintain a high level of effective communication with TSUS.
 4. Does the company provide a yearly review with TSUS of customer service and performance with suggested improvements including future roadmaps?
- d. Financial Information:
1. Provide copies of the two most recent audited financial statements.
 2. Provide at least two financial references. Include name, company, address, and telephone.
- e. Historical Performance of Company:
1. How many years has the company provided the type of services for which this Proposal is submitted?
 2. Discuss the company's experience with higher education institutions in the State of Texas.
 3. State the number and type of Institutions, specifically Institutions of Higher Education, as well as the volume of business during the past five calendar years for which the vendor has provided the services for which the proposal is submitted.
- f. Business References:
1. Provide the following information for at least five current clients, which share similar characteristics to TSUS for which the company has provided at least three years of service:
 - a. Name of institution, dates of service, name of contact, contact's title, address and telephone number.
 - b. Type of service provided for the institution.

2. Provide the following information for all institutions, which have become former clients during the past two years.
 - a. Name of institution, dates of service, name of contact, contact's title, address and telephone number.
 - b. Type(s) of services provided for the institution
 - c. Reason for ending of client relationship.
 3. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with TSUS.
 4. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
 5. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
 6. How long has company been in business under the current name?
- 3.5 **PRICING:** Proposer shall provide pricing including any and all costs of materials, parts, labor, equipment, facilities, travel, overhead, profit, delivery, installation, etc. as requested in Attachment A of this proposal. Proposer shall provide a percentage increase, if any, for pricing for each year of the initial term as well as option years. All pricing must be in United States Dollars.

SECTION IV – SCOPE OF SERVICE

- 4.1 The purpose of this Request for Proposal (“RFP”) is to solicit proposals to enter into a contract with a qualified and experienced vendor(s), hereafter referred to as the “Supplier,” to obtain timely and professional Remediation and Restoration Services as described herein for the Component Institutions of Texas State University System.

It is essential that the Component Institutions be open and accessible during, or as soon as possible after, a major disaster and/or emergency in order to uphold the fundamental mission of the Component Institutions and be responsive to the campuses’ needs arising from a disaster. Developing, testing and maintaining viable Restoration and Remediation Services are essential to assure that the Component Institutions continues to operate, perform mandated functions and serve its students and the public in emergency situations or in the event of a major natural disaster or man-made disaster. Restoration and Remediation services shall include, but are not limited to the following:

1. Recovery and disposal of debris, separation, recycling and volume reduction of debris.
2. Hazardous waste management
3. Moisture mitigation of buildings
4. Temporary power Generators
5. HVAC decontamination

6. Tarp and board up service
7. Recovery of salvageable equipment and other building contents
8. Assistance with securing and rendering damaged buildings safe and secure as well as damage assessment.
9. Assistance with restoring buildings and equipment to full working order.
10. Project coordination that compliments local, state and federal disaster programs.
11. Technical assistance and document control that meets the FEMA-State reimbursement and regulatory requirements.

The Supplier will be expected work closely with applicable local state and federal agencies, to insure that record preparation, data collection and reimbursement assessments and verifications meet each agency's requirements for reimbursement eligibility.

- 4.2 **PROJECT OBJECTIVES AND SCOPE OF WORK.** Our basic objectives are to: 1) ensure the continuous performance and quick resumption of essential System Operations after a major natural or man-made disaster; 2) reduce or mitigate disruption of services and technology infrastructure; and 3) protect, prevent loss, and minimize damage to life, property and other assets.

The work to be performed will consist of furnishing all labor, materials and equipment to accomplish the following tasks in the event of a disaster that results in an emergency declaration and/or requirement for such services:

Restoration and Remediation Services will include:

1. Ability to provide professional 24/7 Restoration and Remediation services to the Component Institutions.
2. Ability to contract with the Component Institutions to be a first priority customer in the event of a natural or man-made disaster.
3. Provide facility assessment and stabilization/recovery plans for natural and man-made disasters. Supplier must be capable of performing required damage assessments by qualified personnel, producing a detailed recovery plan and completing a large-scale emergency recovery, debris removal, reduction and materials supply operation within extremely limited time frames.
4. Provide technical assistance and document control and preparation to meet Federal Management Agency and State Emergency Management Agency reimbursement requirements. A demonstrated history of senior level assistance with Federal Emergency regulations, compliance, reimbursement and documentation is required of the successful offeror (not offeror's consultants). The technical assistance must include training of Component Institution employees and assistance with preparation and review of documentation prior to an event or submittal after an event.
5. Emergency clearance of debris from streets and property for access by emergency personnel
6. Temporary drying in and moisture mitigation of buildings following a disaster as directed by the Component Institutions.

7. Construction, preparation and management of temporary storage sites. Supplier shall assist in identifying and selecting appropriate temporary storage sites to be utilized as debris staging and processing locations.
8. Management of operation of debris reduction sites to accept, process, reduce and/or dispose of disaster-related debris.
9. Demolition, securing and removal of condemned structures and buildings that result from the disaster event and pose a threat to health and public safety. This program shall be implemented only if specifically directed and authorized.
10. Supplier shall provide all permits, materials, containers and services necessary for the emergency containment, clean-up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials and waste resulting from the disaster.
11. Work closely with the State Office of Emergency Management, FEMA, State Department of Transportation and other agencies to insure that debris collection, debris disposition and all supporting data meet each agency's requirements for reimbursement eligibility.
12. Provide damage assessment assistance, disposal tickets, field inspection reports, truck measurement certifications, daily reports, quality control reports, daily debris reduction reports and other documents and data sufficient to provide substantiation for FEMA and State reimbursement.
13. Provide temporary shower units and portable toilet facilities, both of which must be operated and maintained as required. Provide gray water collection and disposal services.
14. Provide ice, portable water, salt water (for researchers), dry ice (cardice), water softeners, food, sanitation, document and data salvage, emergency generators and other emergency supplies and/or facilities as requested. Service and maintain such stocks of equipment for the period required.
15. Supplier shall perform other disaster response and recovery activities, as necessary, and as specifically directed and authorized by the Component Institutions.

Respondents shall submit a complete response to all requirements and specifications set forth in this RFP. Respondents may expand or offer any additional suggestions and/or services that their firm feels may benefit the Component Institutions in addition to the requirements listed in this RFP. Alternate Restoration and Remediation plans and strategies, plan management, development, awareness, back-up and recovery options will be considered and evaluated.

No work shall be initiated unless specifically authorized by an executed Purchase Order issued by the respective Component Institutions. Each Purchase Order will specifically delineate the specific tasks to be accomplished, the estimated period within which the task should be accomplished and shall contain a "Do Not Exceed" price and "Stop Work Clause."

SECTION V – INSURANCE

- 5.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-VII or better, and in amounts (unless otherwise specified), as TSUS may require:
 - 5.1.1 Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than
 - Employers Liability - Each Accident \$1,000,000
 - Employers Liability - Each Employee \$1,000,000
 - Employers Liability - Policy Limit \$1,000,000Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of TSUS;
 - 5.1.2 Commercial General Liability Insurance with limits of not less than:
 - Each Occurrence Limit \$1,000,000
 - Damage to Rented Premises \$ 100,000
 - Medical Expenses (any one person) \$ 10,000
 - Personal & Advertising Injury \$1,000,000
 - General Aggregate \$2,000,000
 - Products - Completed Operations Aggregate \$2,000,000Policy will include independent contractor’s liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor’s (or Subcontractor’s) liability for bodily injury (including death) and property damage.
 - 5.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;
 - 5.1.4 Errors and Omissions Insurance with limits of not less than \$1,000,000 per claim.
- 5.2 Contractor will deliver to TSUS:
 - 5.2.1 Evidence satisfactory to TSUS in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Contract and prior to the performance or continued performance of any services to be performed by Contractor under this Contract.
 - 5.2.2 Additional evidence, satisfactory to TSUS in its sole discretion, of the continued existence of all insurance not less than five (5) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers’ Compensation and Employer’s Liability, shall be endorsed and name TSUS as an Additional Insured for on-going and completed operations. All policies will be endorsed to provide a waiver of subrogation in favor of TSUS. All policies with the exception of Workers’ Compensation and Employer’s Liability will be endorsed to provide primary and non-contributory coverage. Notice of Cancellation shall be provided by the carrier to TSUS in accordance with policy provisions, however no policy shall be canceled until after thirty (30) days' unconditional written notice to TSUS. All policies shall be endorsed requiring the insurance carrier providing coverage to send notice to TSUS 30 days prior to any cancellation, material change, or non-renewal (60 days for non-renewal) relating to any insurance policy required herein.

- 5.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:
- 5.3.1 Commercial General Liability Insurance, Business Automobile Liability Insurance; will be kept in force until receipt of Final Payment by TSUS to Contractor; and
 - 5.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by TSUS in writing.
 - 5.3.3 Errors and Omissions Insurance will be kept in force an additional two years after the Work has been fully performed and accepted by TSUS in writing.

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SECTION VI -- EXECUTION OF OFFER

- 6.1 In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
- 6.2 By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
- 6.3 By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposals lists.
- 6.4 By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

This offer consists of RFP# 758-18-00059

Federal Employer Identification Number (FEIN): _____

Proposer/Company: _____

Signature (ink): _____ **Date:** _____

Name (typed/printed): _____

Title: _____

Address: _____

Street or PO Box
City
State
Zip Code

Telephone Number: _____ **E-mail:** _____

COST OF PROPOSAL: Proposer shall include in their Proposal any and all cost associated with their Services as requested in Section 3.5 or any other part of this solicitation.

Proposer shall complete, sign, and submit the **Execution of Offer** with their response. The **Execution of Offer** must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. **Failure to sign the Execution of Offer will result in the rejection of proposal.**

SECTION VII -- TERMS & CONDITIONS

Items below apply to and become a part of proposal. Any exceptions there to must be in writing.

7.1 PROPOSAL REQUIREMENTS:

- 7.1.1 **Rules, Regulations & Statutes:** The Texas State University System (“TSUS”) is an agency of the State of Texas. Proposers must comply with all rules, regulations, and statutes relating to purchasing of the State of Texas, The Texas State University System Rules and Regulations, in addition to the Terms and Conditions of this form. Upon engagement, any successful Proposer shall confirm its compliance with all necessary Federal requirements relative to work performed resulting from a Federally Declared Disaster, including but not limited to those included in Appendix B.
- 7.1.2 **Unit Price:** Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.
- 7.1.3 **Submittance:** Proposals must be submitted on or before the specified opening date and time.
- 7.1.4 **Late or Unsigned Proposals:** Late and/or unsigned proposals will not be considered under any circumstances. Person signing the proposal must have the authority to bind the firm in a contract. The proposer (not the carrier/mail service/other or the TSUS) who is solely responsible for ensuring that the documentation is received in The Texas State University System’s Office prior to the specified opening date and time.
- 7.1.5 **FOB Point:** Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 7.1.6 **Pricing Firm:** Proposal prices are requested to be firm for TSUS acceptance for 90 days from proposal opening date (**unless otherwise stated in specifications**). “Discount from list” proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned.
- 7.1.7 **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
- 7.1.8 **Right to accept or reject:** The State reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the State.
- 7.1.9 **Withdrawal:** Any proposal may be withdrawn prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by The TSUS.
- 7.1.10 **Proposal Costs:** Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The TSUS is not liable for any costs incurred by a proposer in response to this RFP.
- 7.1.11 **Exceptions:** If a proposer takes exception to any specifications within this Request for Proposal, they must notify The TSUS in writing prior to the scheduled proposal opening date and time.
- 7.1.12 **Cost/Pricing:** All cost/pricing must be in United States dollars.
- 7.1.13 **Texas Public Information Act:** By submission of this Agreement, [Proposer] acknowledges that the Agreement, and the contents of any underlying proposals or other documents provided to [TSUS] in response to a competitive bid process from which the Agreement resulted, are public information under the Texas Public Information Act (Texas Government Code Chapter 552). [Proposer] agrees that [TSUS] may provide a copy of the Agreement and/or bid documents in response to a public information request, post the

Agreement on its public website, or otherwise release the contents of the Agreement and/or bid documents at [TSUS's] discretion and without prior notice to [Proposer]. Proposer acknowledges that the TSUS strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information.

7.2 SPECIFICATIONS

- 7.2.1 **Brand Name Descriptive:** Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise stated in the Request for Proposal (RFP). If proposing other than brand referenced, proposal should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.
- 7.2.2 **New Items:** Unless otherwise specified, items shall be new and unused and of current production.
- 7.2.3 **Electrical Standards:** All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 7.2.4 **Samples:** Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the proposer's name, address, and RFP number. Do not enclose in or attach proposal to sample. All samples become the property of The TSUS.
- 7.2.5 **Oral Statements:** TSUS will not be bound by any oral statement or representation contrary to the written specifications of the Request for Proposal (RFP).
- 7.2.6 **Manufacturer's Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.
- 7.2.7 **Warranty-Product:** Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of TSUS. Proposer warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the RFP, and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 7.2.8 **Safety Warranty:** Proposer warrants that the product sold to TSUS shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, TSUS may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by TSUS will be at Proposer's expense.
- 7.2.9 **No Warranty by TSUS Against Infringements:** As part of this contract for sale Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement or the like. TSUS makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall TSUS be liable to Proposer for indemnification in the event that Proposer is sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, he will notify TSUS to this effect in writing within two weeks after the signing of this agreement. If TSUS does not receive notice and is subsequently held liable for the infringement or the like, Proposer will save TSUS harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that TSUS will pay Proposer the reasonable cost of this search as to infringements.

7.3 DELIVERY

- 7.3.1 **Delivery Days:** Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days' mean calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.
- 7.3.2 **Foreseen Delays:** If delay is foreseen, vendor shall give written notice to TSUS. Proposer must keep TSUS advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes TSUS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting proposer.
- 7.3.3 **Substitutions:** No substitutions permitted without written approval of TSUS.
- 7.3.4 **Delivery Hours:** Delivery shall be made during normal working hours (8:00 a.m. to 4:00 p.m.) only, unless prior approval has been obtained from ordering agency.

- 7.4 **INSPECTION AND TESTS:** All goods will be subject to inspection and test by TSUS. Authorized TSUS personnel shall have access to supplier's place of business for the purpose of inspection merchandise. Tests shall be performed on samples submitted with the proposal or on samples taken from regular shipment. All costs shall be borne by the proposer in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at TSUS' option, be returned to the vendor or held for disposition at proposer's expense. Latent defects may result in revocation of acceptance.

7.5 AWARD OF CONTRACT

- 7.5.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. **Proposals do not become contracts until they are accepted through a purchase order.** The contract shall be governed, construed and interpreted under the laws of the State of Texas, and TSUS policy as the same may be amended from time to time. Any legal actions must be filed in Travis County, Austin, Texas.
- 7.5.2 **Incorporated Law:** In accordance with Texas Education Code 51.9335, any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be a part of the executed contract without regard to:
- (1) whether the provision appears on the face of the contract; or
 - (2) whether the contract includes any provision to the contrary.
- 7.5.3 **Dispute Resolution:** If a dispute, or controversy, or claim arises out of or relates to this contract, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.
- 7.5.4 **Tie Proposals:** Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).
- 7.5.5 **No Guarantee of Award:** TSUS makes no warranty or guarantee that an award will be made as a result of this RFP. TSUS reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in TSUS's best interest. TSUS reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to TSUS, at TSUS's discretion.

Representations made by Proposer within its proposal will be binding on Proposer. TSUS will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

- 7.6 CANCELLATION OF CONTRACT** – If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.
- 7.7 PAYMENT** – Proposer shall submit an itemized invoice showing TSUS purchase order number. TSUS will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. Regardless of the invoice date, the payment process will begin when TSUS receives the authorized authorization/acceptance from the awarding department, or system components. TSUS may pay proposer for any goods or services provided utilizing any one of the following methods of payment:
- a) Paper check
 - b) ACH
 - c) Wire
 - d) Financial Services' Payment Card
 - e) Procurement Card
- 7.8 NON-DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of TSUS.
- 7.9 CONFLICTS:** In event of a conflict between standard proposal requirements and conditions and the attached detail specification, the detail specification shall govern.
- 7.10 PATENTS OR COPYRIGHTS** – The vendor agrees to protect TSUS from claims involving infringement of patents or copyrights.
- 7.11 PROPOSER ASSIGNMENTS** – Proposer hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
- 7.12 FUNDING OUT CLAUSE** – TSUS reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.
- 7.13 PROPOSER AFFIRMATION** – Submitting this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By submitting this proposal, the proposer herein affirms:
- 7.13.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
 - 7.13.2 The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts: <https://mycpa.cpa.state.tx.us/coa/>
 - 7.13.3 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 11, above) nor

- communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 7.13.4 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.
- 7.13.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to contract award.
- 7.13.6 Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 7.13.7 The Proposer shall defend, indemnify, and hold harmless the State of Texas, TSUS, component institutions, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of proposer or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
- 7.13.8 Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 7.13.9 Pursuant to Texas Government Code 2252.908 and Texas Ethic Commission Rule 46, for contracts that are either have a value of at least \$1 million or require approval of the TSUS Board of Regents, a business entity (vendor) must submit a copy of Disclosure of Interested Parties filed with the Texas Ethics Commission when the business entity submits the signed contract. No such contract may be presented to the TSUS Board of Regents for approval without the disclosure. Information on the Disclosure of Interested Parties can be found at <http://www.ethics.state.tx.us>.
- 7.13.10 Vendor Ethics -- Gratuities: As an agency of the State of Texas TSUS holds the trust of the public. All Proposers and persons doing business with TSUS must provide the highest level of ethics and service in all business interactions. A Proposer shall not give, offer to give, nor intend to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a System employee that might reasonably appear to influence the employee in the discharge of official duties. TSUS may, by written notice to the Proposer, cancel this contract without liability to Proposer if it determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of TSUS or its Components with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by TSUS pursuant to this provision, TSUS shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.
- 7.13.11 Prohibition Against Personal Interest in Contracts: No faculty, staff or other employee of TSUS or its Components shall transact any business in their official capacity with any business entity of which they are officers, agents, or members, or in which they own a controlling interest unless the Texas State University System Board of Regents has

reviewed the matter and determined that there is no conflict of interest. Any violation of the section, with the knowledge, expressed or implies, of the person or corporation contracting with TSUS shall render the contract involved voidable by TSUS.

7.13.12 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, proposer will submit the following information with their response as an attachment in order for the proposal to be evaluated:

Name of Former Executive: _____
 Name of State Agency: _____
 Date of separation from State Agency: _____
 Position with proposer: _____
 Date of Employment with proposer: _____

7.13.13 No Boycott of Israel: In accordance with Section 2270.002 of the Texas Government Code, Vendor does not, and will not during the term of this Agreement, engage in a boycott of Israel.

7.13.14 U.S. Produced Steel: Except as provided below the contract shall include a requirement that any iron or steel product produced through a manufacturing process and used in the Project shall be produced in the United States, within the meaning provided in Texas Government Code Section 2252.201.

Exemptions:

- a. Shall not apply to the Project for which the governing body of the Owner determines that.
 1. iron or steel products produced in the United States are not:
 - a. produced in sufficient quantities;
 - b. reasonably available; or
 - c. of a satisfactory quality;
 2. use of iron or steel products produced in the United States will increase the total cost of the project by more than 20 percent; or
 3. comply with this Section is inconsistent with the public interest.
- b. Electrical components, equipment and systems, and appurtenances thereto, as described in Texas Government Code Section 2252.203 (b), are exempt from the requirements.

7.14 TECHNOLOGY ACCESS CLAUSE-The Proposer expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Proposer represents and warrants to TSUS that the technology provided to TSUS for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- providing equivalent access for effective use by both visual and non-visual means;
- presenting information, including prompts used for interactive communications, in format intended for non-visual use; and
- being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives

Access by Individuals with Disabilities. Proposer represents and warrants (the Electronic and Information Resources (EIR) Accessibility Warranty”) that the electronic and information resources and all associated information, documentation and support that it provides to the TSUS under the Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code (“TAC”) and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). Accordingly, Seller represents and warrants to TSUS that the EIR provided to TSUS complies with the accessibility requirements as outlined in TAC 206 and 213 by providing (1) a completed Voluntary Product Accessibility Template (VPAT) attesting to the EIR’s accessible features and capabilities or (2) providing a similarly formatted document as the VPAT attesting to the EIR’s accessible features and capabilities. To the extent Proposer becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Proposer represents and warrants that it will, at no cost to the TSUS, either (1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event the Proposer fails or is unable to do so, then the TSUS may terminate the Agreement and Proposer will refund to the TSUS all amounts the TSUS has paid under the Agreement within thirty (30) days after the termination date.

All submissions must include all Voluntary Product Accessibility Templates (VPAT), Information Technology Industry Council (ITIC) and General Services Administration (GSA), that describes compliance with Section 508. Updated VPAT documents should be provided on an annual basis at each invoice period.

The Proposer agrees to protect, defend, and save the TSUS, its elected and appointed officials, agent, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Proposer’s employees or third parties on account of bodily and personal injuries, death, damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Proposer and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the TSUS under this Agreement with regard to Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) United States Rehabilitation Act of 1973 and its amendments, Section 508; and World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), Web Content Accessibility Guidelines (WCAG) 1.0 and 2.0AA.

7.15 NOTICE TO PROPOSER:

7.15.1 Any terms and conditions attached by the proposer to their proposal will not be considered unless specifically referred to in their response and may result in the disqualification of their proposal.

- 7.15.2 Equal opportunity – This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, religion, color, national origin, sex, age, sexual orientation, gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, religion, color, national origin, sex, age, sexual orientation, gender identity, protected veteran status or disability.
- 7.15.3 In the event that TSUS is closed due to inclement weather and/or emergency situations at the time set aside for the published bid opening, the published due date will default to the next open business day at the same time.

ATTACHMENT A

Pricing Information Sheet

Proposer shall provide pricing for each category.

Labor Rates: Proposer shall provide labor rates for the below labor categories. Rate shall apply for all Component Institutions. If using RSM means construction coefficients for pricing please indicate accordingly.

Normal business hours are defined as: _____ Overtime hours are defined as: _____ Holiday Hours are defined as: _____				
Labor Category	Labor Classification	Hourly Rate		
		Normal Business Hours	Overtime	Holiday
Project Management	Assistant Project Manager			
	Project Manager			
	Project Estimator			
	Senior Project Manager			
	Project Coordinator			
	<i>(use additional space as necessary for additional classifications)</i>			
General Classifications	General Labor			
	Administrative Assistant			
	Labor Foreman			
	Mobilization Support			
	Truck Driver			
	Demolition Technician			
	Resource Coordinator/Supply Technician			
	Project Auditor/Documentation Clerk			
	Equipment Operator			
	Health & Safety Officer			
	<i>(use additional space as necessary for additional classifications)</i>			

Restoration Services	Restoration Technician			
	Restoration Supervisor			
	Dehumidification Technician			
	Mold Technician			
	<i>(use additional space as necessary for additional classifications)</i>			
Reconstruction Services	Painter			
	Drywall Installer/Finisher			
	Carpenter (Framer/Finisher)			
	Trade Foreman			
	<i>(use additional space as necessary for additional classifications)</i>			
Technical Services	Technician			
	Technical Specialist			
	Team Leader			
	Technical Support Engineer			
	<i>(use additional space as necessary for additional classifications)</i>			
Environmental Services	Hazmat/Asbestos Technician			
	Hazmat/Asbestos Lead Technician			
	Hazmat/Asbestos Equipment Operator			
	Hazmat/Asbestos Supervisor			
	<i>(use additional space as necessary for additional classifications)</i>			
Consulting Services	President & Vice President			
	Senior Consultant			
	Consultant/Consulting Estimator			
	Clerk of the Works - Production Person			
	Administrative			
	Outside Consultants			
	Deposition, Legal Work & Court Testimony			
	<i>(use additional space as necessary for additional classifications)</i>			
Other Services	<i>(use additional space as necessary for additional classifications)</i>			

1. Equipment Rental

Proposer shall provide equipment rental rates for all rental equipment it offers. At a minimum, include a description of the equipment, unit of measure and rate. Proposer should also provide percentage markup on rental equipment not in its inventory.

Example:

Equipment Description	Unit	Rate
Air Compressor, gas/electric	Each/Day	

2. Materials and Supplies

Proposer shall provide materials pricing for all materials it offers. At a minimum, include a description of the item, unit of measure and price. Proposer should also provide percentage markup on materials and supplies not in its inventory.

Example:

Equipment Description	Unit	Price
Environmental trash bags	Ea.	

3. Non-Emergency Rates

- 3.1 Provide a breakdown of labor costs in non-emergency situations.
- 3.2 Provide equipment rental rates for all rental equipment offered in non-emergency situations.
- 3.3 Provide consumable prices for all consumables offered in non-emergency situations.

4. Additional Fees

- 4.1 Standby Fees: Detail out any fees and explain how these fees are handled by your company.
- 4.2 Travel Fees: List all applicable fees associated with travel.
- 4.3 Prevailing Wage Rates: Explain how prevailing wage rates are handled by your company.

5. Related Products and Services: Provide pricing for any proposed additional products and services you wish to be considered. If any services are offered standard at no additional cost, please note.

6. Volume Discounts or Rebates: Please include any volume discounts or rebates offered by Provider to Participating Public Agencies.

Item No.	Short Description	Full Description	Not to Exceed Price Per Specified Foot	Vendor must provide Detailed Information and exceptions to General Restoration Services being proposed
1	Not to Exceed Price per Square Foot for: Structural Cleaning and Restoration for All Types of Disasters	Price per Square Foot for Structural Cleaning and Non- Construction Restoration for all Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage) - state the Not to Exceed rate. Detailed information of services and associated pricelist MUST be included regarding this service or proposal will not be considered.	\$_____Sq.Ft.	
2	Not to Exceed Price per Square Foot for: Contents Cleaning for All Types of Disasters	Price per Square Foot for Contents Cleaning For All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage) - state the Not to Exceed rate. Detailed information of services and associated pricelist MUST be included regarding this service or proposal will not be considered.	\$_____Sq.Ft.	
3	Not to Exceed Price per Square Foot for: Structure and Content Drying for All Types of Disasters	Price per Square Foot for Structure and Content Drying For All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage) - state the Not to Exceed rate. Detailed information of services and associated pricelist MUST be included regarding this service or proposal will not be considered.	\$_____Sq.Ft.	
4	Not to Exceed Price per Cubic Foot for: Building Deodorization for All Types of Disasters	Price per Cubic Foot for Building Deodorization for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage) - state the Not to Exceed rate. Detailed information of services and associated pricelist MUST be included regarding this service or proposal will not be considered.	\$_____Cu.Ft.	
5	Not to Exceed Price per Square Foot for: Water Extraction for All Types of Disasters	Price per Square Foot for Water Extraction for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage) - state the Not to Exceed rate. Detailed information of services and associated pricelist MUST be included regarding this service or proposal will not be considered.	\$_____Sq.Ft.	

Item No.	Short Description	Full Description	Not to Exceed Price Per Specified Foot	Vendor must provide Detailed Information and exceptions to General Restoration Services being proposed
6	Not to Exceed Price per Square Foot for: HVAC Decontamination and Air Duct Cleaning for All Types of Disasters	Price per Square Foot for HVAC Decontamination and Air Duct Cleaning for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage) - state the Not to Exceed rate. Detailed information of services and associated pricelist MUST be included regarding this service or proposal will not be considered.	\$ _____ Sq.Ft.	
7	Not to Exceed Price per Square Foot for: All Other General Disaster Recovery and Restoration Services for All Types of Disasters	Price per Square Foot for All Other General Disaster Recovery and Non-Construction Restoration Services for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage) - state the Not to Exceed rate. Detailed information of services and associated pricelist MUST be included regarding this service or proposal will not be considered.	\$ _____ Sq.Ft.	

ATTACHMENT B

Federally Declared Disaster Requirements

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §

200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. 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.

2. 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 effected 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.

3. Equal Employment Opportunity.

- a. 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.

b. Key Definitions.

- (1) 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.
- (2) 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.

- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

- d. 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:

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

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for 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.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. 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.** *This reference is included in this document in the event your services are required in any of the programs (other than FEMA grants) listed above.*
- b. 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 (40 U.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.

- c. 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.
- d. 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.
- e. 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 subrecipient 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.
- f. 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 subrecipients. **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.

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

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

- (1) Overtime requirements. No contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. 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.”
- b. 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.

- c. 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.

7. 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

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (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.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (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.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by

FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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).
- c. These regulations restrict awards, subawards, 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 Subrecipients 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. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. 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.

- e. Specifically, a covered transaction includes the following contracts for goods or services:
- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. 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

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

C.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.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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.
- d. 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31

U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. 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/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

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

- b. 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.

- c. 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).

- d. 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.”

12. DHS Seal, Logo, and Flags.

- a. 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).
- b. 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.”

13. 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 with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. 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.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. 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.
- b. 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.”

16. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Firms - 2 CFR 200.321

- a. It is TSUS’s intent to comply with the above captioned regulation in awarding of this contract; we also require that any Prime contractor hiring any sub-contractor do the same:
 - (i) Take all necessary affirmative steps to assure that these socioeconomic groups are used when possible.
- b. Affirmative steps MUST:
 - (i) Place qualified small and minority, and women’s businesses on the solicitation list.
 - (ii) Solicit from these groups whenever they are potential sources.

- (iii) Divide total requirements of the solicitation, when it is economically feasible, into smaller tasks or quantities to permit maximum participation by these groups.
- (iv) Establish delivery schedules, where the requirements permit, which encourage participation by these groups.
- (v) Use the services as appropriate of such organizations as the Small Business Administration, and the Minority Business Development Agency of the Dept of Commerce.

Addendum No. 1

Issued September 11, 2018

REQUEST FOR PROPOSALS
FOR
THE TEXAS STATE UNIVERSITY SYSTEM
AUSTIN, TEXAS

DISASTER RECOVERY AND REMEDIATION
SERVICES

RFP No.:

758-18-00059

Notice To All Respondents:

The following is Addendum No. 1 to the Request for Proposals (RFP)
ESBD Posting No. 758-18-00059 was posted on 08/24/2018

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I. GENERAL:

A. Below are the Questions that were presented along with Answers to each in relation to this RFQ as of September 7, 2018.

1. **Question:** Section 3.4, subsection a., number 5. states “Demonstrate that the company has a minimum of five years’ experience during the preceding eight years doing business as a security guard service.” Please clarify whether this section is meant to state “security guard service” or if that line is a mistake and what the section should actually state.
Answer: “security guard services” should be replaced with “disaster recovery and remediation services”.

2. **Question:** Is there a cost estimate or range associated with this project?
Answer: Anticipated cost is unknown.

- **END OF ADDENDUM NO. 1** -