

Statement of Work

Mobile Home/Travel Trailer Park – Pad Lease Contract

1. General Information

Effects from the severe storms, straight-line winds, tornadoes, and flooding impacted the State of Texas causing severe damage throughout portions of the State. On August 26, 2024, the President signed a disaster declaration for the State of Texas authorizing FEMA assistance. On September 16, 2024, direct housing assistance was approved for counties of Austin, Cooke, Eastland, Hardin, Hockley, Lamar, Liberty, Trinity, Tyler, Walker, and Waller for FEMA-4781-DR-TX, as well as the counties of Jasper, Polk, and San Jacinto for both FEMA-4781-TX and FEMA DR-4798-TX. All direct housing options are authorized under Section 408 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended (Stafford Act).

- 1.1. Description of Services/Introduction:** This Statement of Work (SOW) describes the requirement to provide temporary housing within local Mobile Home and/or RV parks for those affected by the recent severe storms, straight-line winds, tornadoes, and flooding.
- 1.2. Locations:** Various locations within the state of Texas.
- 1.3. Objectives:** To establish a contract with local contractors/vendor(s) to provide temporary housing for those affected by the recent severe storms, straight-line winds, tornadoes, and flooding.
- 1.4. Scope:** In support for the residents of Texas affected by the severe storms, straight-line winds, tornadoes, and flooding, under Federal Declaration Disaster DR-4781-TX and DR-4798-TX, FEMA is leasing commercial Travel Trailer / Manufactured Home Units (TT/MHU) pads to temporarily house residents eligible for Direct Housing.
- 1.5. Type of Contract:** The Government intends to award a Firm Fixed Price contract to support this effort.
- 1.6. Period of Performance:** The Period of Performance (POP) will be for a base period of 6 months with 2 options to extend for 6-month periods each option (Total of 18 months). All option extensions can only be approved by the Contracting Officer (CO) in conjunction with the Contracting Officer Representative (COR) justification.
- 1.7. Contract/Pad Lease Termination:** FEMA reserves the right to terminate the contract /leased pads for convenience at any time in accordance with FAR 52.212.4 Terms and Conditions. FEMA will provide the contractor a 5-day notice before terminating the leased pad unless otherwise determined by the Contracting Officer (CO) and/or Contracting Officer Representative (on

behalf of the CO). Once cancelled, the monthly rental amount shall be prorated based on the invoice period and the effective cancellation date. The canceled pad shall not be billed to FEMA until after the effective cancellation date on the pad termination notice.

2. Definitions

- 2.1. Contractor:** A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.
- 2.2. Contracting Officer (CO):** This is a person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. The FEMA warranted CO is the only individual legally authorized to bind the government.
- 2.3. Contracting Officer Representative (COR):** This is an employee of the U.S. Government appointed by the CO to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract unless otherwise delegated by the Contracting Officer.
- 2.4. Subcontractor:** This is one that enters into a contract with a prime contractor. The Government does not have privacy of contract with the subcontractor.

3. Scope

In support for the residents of Texas affected by the severe storms, straight-line winds, tornadoes, and flooding, under Federal Declaration Disaster DR-4781-TX and DR-4798-TX, FEMA is leasing commercial Travel Trailer/ Manufactured Home Units (TT/MHU) pads to temporarily house residents eligible for Direct Housing.

- 3.1. Contractor/Park Responsibilities:** The contractor is responsible for ensuring all sites are clear of debris, and the electrical, sewer, and water utilities are fully operational prior to the arrival of the temporary housing unit to that site, unless otherwise agreed upon. The contractor shall maintain the leased pads, premises, and park infrastructure in good repair during the term of the lease. The contractor will be responsible for upkeep and repairs of the individual pad unless otherwise negotiated by FEMA Contracting Officer. Common areas such as mailboxes, recreational areas, or any other structures or office areas are the sole responsibility of the contractor.

The contractor is responsible for general upkeep of the park and pad/lot. The contractor's upkeep of the pad/lot will include but not be limited to grounds maintenance, driveways/roads, lawn maintenance, and maintenance and

repair of utilities up to the connection point of the unit.

The contractor will also be responsible for timely repairs (within 24 hours of being reported) to the park infrastructure with special consideration to emergencies (within 6 hours of being reported). Emergencies include but are not limited to: broken water pipes (before the unit connection point), power outages stemming from inside the Park's control, septic/sewer system back-ups, etc. Any issues that may fall or are believed to be caused by the FEMA applicants, contractors and/or staff should be well documented and reported immediately if the expectation is for FEMA to remediate or repair the issue.

The contractor will be responsible for enforcing their park rules as they normally do with any other tenants. Any issues should also be reported to the Contracting Officer Representative within 48 hours unless there is a risk to health/safety, in which case, local law enforcement and/or 911 should be contacted immediately.

3.2. Utilities: It is preferred for all utilities to be included as part of the pad lease cost. Utility costs (sewer, water, electric, trash, and to include lawn maintenance) should be included in the rental rate unless otherwise agreed upon at the time of contract award. If utilities are included, the contractor will be responsible for initiating, maintaining, and terminating the accounts/service. Service to any lot/pad should not be terminated until the lot/pad or contract is terminated. Trash removal services will be at times and intervals consistent with other park occupants currently in-place.

3.3. Contractor Furnished Items for Park Responsibilities (for other than temporary housing units): The contractor shall provide all equipment, supplies, tools, materials, repair parts, labor, transportation, and management oversight to perform the requirements under this contract.

3.4. Background checks/Application Process Fees: Background checks will be completed by the contractor in accordance with current park requirements. The contractor agrees to waive all application and background check fees. Credit checks shall be waived in its entirety.

3.5. Pad/Lot Capacity: The leased pads must be able to accommodate Travel Trailer (TT) sizes ranging from 8x24 to 8x42, and Manufactured Home Units (MHU) ranging from 8x48 (Express Models) to 14x75. Units will arrive incrementally after contract award.

4. FEMA Responsibilities

FEMA will have separate contractors responsible for the installation, deactivation, and maintenance/repairs of the FEMA (owned) housing unit, including all utility connections from the unit leading up to the connection point. The FEMA contractor will obtain all permits necessary to haul the units to the site along with any permits for the installation of utilities as/if needed. FEMA will ensure units are installed based on the local requirements (unless waiver in place). FEMA will aim to

place units in the center of the pads, or at the appropriate location to make the installation of the unit feasible based on FEAM requirements. FEMA will not refurbish any areas/items within the park unless otherwise approved/agreed upon. Upon deactivation of the unit, FEMA agrees to return the pad as close to the original condition prior to when the unit was installed.

FEMA will coordinate with the park owner and/or staff when assigning residents for those parks requiring background checks. FEMA will complete regularly scheduled site visits, and applicants will be given a copy of the park and FEMA rules for occupation of the units. Please note that FEMA cannot provide any applicant information directly to the park owner/staff. If such information is needed, the park owner will be responsible for obtaining it at their own discretion.

5. Special Requirements

- 5.1. Safety Standards:** The contractor shall comply with Occupational Safety & Health Administration (OSHA). Each item furnished under this contract shall be in safe operational condition and shall comply with all Federal Safety Standards, the American National Standards, and all State Safety Regulations applicable to the equipment and or property.
- 5.2. Lost and Found Property:** It is the responsibility of the contractor to ensure all articles of possible personal or monetary value, found by the contractor's personnel, be turned in to the FEMA COR immediately.

6. Deliverables

- 6.1. Reporting/Communication:** The contractor will inform the Contracting Officer's Representative (COR) in a timely manner of any issues that require FEMA intervention/mediation. This includes issues with any applicants, the (Installation/Maintenance/Deactivation) contractor, etc. The COR should be notified of these issues within 72 hours of occurrence unless it involves a safety and/or health issue which should be reported to the COR within 24 hours of occurring. Any health/safety issues should be reported immediately to the appropriate authorities if necessary.
- 6.2. Park/Program Manager (PM):** The contractor shall designate a PM for performance of all work under the contract. The PM shall be responsible for total contract management and coordination. The PM shall have full authority to act for the contractor during performance of work. The contractor shall provide, in writing, the name of the PM and telephone number to the CO and COR. The PM must always be available by telephone contact. Any changes of the PM must be reported within 48-72 hours.
- 6.3. Inactive Units:** The contractor shall notify the COR (within 72 hours) when they observe no applicant activity at a unit for more than 4 days.

6.4. Change in Ownership: The contractor shall notify the Contracting Officer and/or the COR before there is a change in park ownership. FEMA contracts will not transfer over to any other contractor until they meet all necessary requirements to do so, which includes SAM.gov registration. Any disparities will be brought to the attention of the Contracting Officer and the COR.

6.5. Background Check Results: The contractor will coordinate with and provide updates to the appointed FEMA COR regarding the background check results.

7. Quotes

The contractor shall submit quotes for services in response to the formal Request for Quote (RFQ) issued by the Contracting Officer under separate cover. Price quotes for the rental of the pad/lot shall include all services/responsibilities described under the statement of work with special attention to Section 3 (Scope). Rental cost shall be priced on a monthly basis.

8. Award Requirements

Award will be made to the responsible bidders whose offer conforming to the solicitation provides to be Technically Acceptable (FAR part 15). Offerors must have an active System for Award Management (SAM) Registration which are respectively under UEID numbers; are NOT in the Excluded Parties List System (EPLS); and are NOT listed on the List of Parties Excluded from Federal Procurement or otherwise ineligible to receive an award.

9. Invoices

Payment of invoice shall be made in arrears. The contractor shall invoice the Government monthly. The initial invoice will be submitted 30 days after the award of the contract, and all subsequent invoices will be submitted at the end of each 30-day invoice period. Invoices will be submitted via e-mail to [REDACTED] and send a copy of the invoice to the COR.

Please include purchase order number on all invoices. The COR will also be able to provide an invoice template if necessary.

10. Contractor/Subcontractor Personnel & Security Requirements

10.1. Qualified Personnel: The Contractor shall provide qualified personnel to perform all requirements specified under this contract.

10.2. Working Supervisor/Manager: The Contractor shall provide a working supervisor, named in writing, who shall be responsible for the performance of all work. The working supervisor shall have full authority to act for the contractor. The Contractor shall provide to the Contracting Officer, in writing, before work commences the name, address, and telephone number of the working supervisor. In the event the working supervisor is replaced; the

Contractor shall furnish the above information before the new replacement commences work under this contract.

Employee Conduct: The Contractor and its employees shall conduct themselves in a professional manner at all times and their conduct shall not reflect discredit on the United States, the Department of Homeland Security or FEMA.