

Port of Texas City Security Council, Inc.

Request for Proposals: Security Lighting Maintenance & Electrical Services

1. INTRODUCTION

This solicitation seeks proposals from licensed electrical service companies interested in providing security lighting maintenance and other electrical related services for the Port of Texas City Security Council (the Council).

2. BACKGROUND ON THE PORT OF TEXAS CITY SECURITY COUNCIL

The Council was formed in 2008 by the companies that operate maritime-related facilities in or near the Port of Texas City. The Council is a non-profit organization whose membership consists of Thirteen businesses that conduct operations in or near the Port of Texas City. Ten of the businesses operate facilities that are subject to the Maritime Transportation Security Act. The principal purpose of the Council is to provide security services to its members and conduct security-related outreach and education. The Council is exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code and is exempt from Texas franchise tax and sales and use tax.

Operations in the Port of Texas City focus almost exclusively on the petrochemical industry. The nation's second-largest refinery is in the Port. According to statistics published in the Calendar Year 2017 Waterborne Commerce of the United States, the Port of Texas City is the nation's eighteenth largest port (as measured by cargo volume). The Port is connected to two Department of Energy strategic petroleum reserve sites and regularly transfers crude oil from one of the facilities in the Port to DOE's storage complex by pipeline.

The Council uses contract providers to provide security within the Port, maintain security equipment and the related infrastructure (fences, gates, electrical connections and lighting) in the Port. Contractors are expected to work cooperatively with the Council's other contractors when requested by the Council. Unescorted access into the port requires a Transportation Worker's Identification Credential, a Port of Texas City Access Card and a valid business reason for entering the port. The area for which the Council has security responsibilities is designated a "secure and restricted area" as those terms are used in 33 C.F.R. § 101.105.

3. SCOPE OF MAINTENANCE SERVICES

The successful contractor will be responsible for providing electrical infrastructure maintenance for camera systems, gate systems and security lighting including spot replacement of lighting fixtures and internal light fixture components, circuit breakers, photocells, building electrical for the Port's main and west gate buildings. Most service will occur during normal business hours (Monday through Friday, 6:00 a.m. to 6:00 p.m., excluding major holidays). The equipment is not installed in any Class 1/Div 1 or other

hazardous areas. The successful contractor must also comply with the requirements set forth in Section 4. The equipment that the contractor is principally responsible for maintaining includes lighting along the Port of Texas City's internal roadway (approximately 125 standard light poles, each with one to three light fixtures, and five high masts, each with six light fixtures), lighting under two entrance canopies (at the Port's main and west gates), and electrical equipment associated with the Council's gates and Information Technology (IT) systems. All exterior lighting is LED type lights. A security lighting plan is available for viewing by e-mailing Ms. Brandi Flisowski at bflisowski@ptcsc.org and first completing a non-disclosure agreement. Responding companies must be familiar with all aspects of pole and high mast lighting maintenance.

- a. Survey. Contractor shall validate the Council's list of security lighting and maintain their initial survey information that includes attributes relevant to location, condition, and type of pole.
- b. Repair Response. Contractor shall commence repairs involving gate issues within 24 to 48 hours and repairs of lighting fixtures or day burners within three business days of Contractor receiving notification; this replacement will include lens cleaning and interior wiping of the luminaire. The Council may supply light fixture or internal fixture components if the light fixture is still under warranty. The Contractor shall furnish light fixtures (if requested by the Council), photocells, circuit breakers. Replacement lamps are to be of identical wattage, lamp type, and provide comparable illumination of the area lighted by the lamp. In most instances, repairs will be made upon arrival to the Port to restore the light or electrical issue to working order. However, some types of maintenance may require the electrician to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required; Contractor shall perform the repair as soon as reasonably possible; however, not longer than fourteen (14) days after knowledge of the outage. Repairs requiring special factory orders shall be completed within seven (7) days after receipt of material. Repair response time shall be subject to adjustment for inclement weather defined as: during electrical storms and when rain, sleet or snow is falling in sufficient amounts to be apparent that to start work or to continue work outside would result in unsafe work conditions. Contractor will not be required to perform outside work during inclement weather unless such work is necessary to protect life or property.
- c. Monthly Reports. Contractor shall provide reports to verify response times of maintenance crews to light out calls and shall be attached with each invoice.
- d. Security Lighting Data. The Council will provide available security lighting system data in an Excel Spreadsheet or Adobe Acrobat format for the Contractor's use. Any changes or updates will be noted on the Contractor's monthly report so the Council is able to maintain an accurate and up-to-date database.

- e. **Emergency/Expedited Services.** Contractor shall remove dangerous conditions of public peril within four (4) hours of notification of such condition. Such conditions include, but are not limited to security lighting fixtures in danger of falling off a pole. Dangerous conditions not considered to present public peril and electrical repairs deemed urgent by the Council's Security Director shall be commenced within eight (8) hours of notification.
- f. **Force Majeure.** If Contractor is unable to satisfy any deadline due to circumstances beyond its control and without its fault or negligence, including but not limited to severe unanticipated weather, acts of God, fire, civil or military authority, orders of court or regulatory agencies, and other causes reasonably beyond the control of the Contractor, the time for completing that portion of the Work shall be extended accordingly.
- g. **Supplemental Services.** All other repairs not specifically listed in Scope of Maintenance Service shall be billed in accordance with the Contractor's proposed and agreed upon Labor & Equipment rates or individual quotes can be provided by the Contractor on each job.
- h. **Responsibility of Contractor.** The Contractor shall furnish all transportation, tools, equipment (unless provided by the Council), machinery, and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful maintenance and use thereof. The Contractor shall cover and protect work from damage and all injury to the same. The Contractor shall be solely answerable for all damage to the Council or the property of the Council, to other contractors or other employees of the Council, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct of Contractor or subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided. The Contractor shall be responsible to the Council for any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.
- i. **Permits and Responsibilities.** The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of work.

4. SCOPE OF SERVICES-RELATED ADMINISTRATIVE MATTERS

- a. All members of the contractor's team will be required to sign non-disclosure agreements prepared by the Council's administrative staff prior to beginning work.
- b. The contractor will be required to sign a Standard Services Agreement (SSA) with the Council which includes Port Security Grant Program Compliance Requirements (Exhibit B of the SSA). A copy of the SSA is available on the Council's website under the Business Opportunities link. To the extent a bidder takes exception to any of the terms in the SSA and/or the Port Security Grant

Program Compliance Requirements it must indicate that in its response to this request for proposal. The Council reserves the right to eliminate from consideration any bidder who takes exception to provisions in the standard SSA and/or Port Security Grant Program Compliance Requirements.

- c. All members of the contractor's team will be required to hold a valid Transportation Worker Identification Credential. (Information on the process for obtaining a TWIC, including eligibility criteria, may be found at: <https://universalenroll.dhs.gov/faq#twic>)
- d. The contractor will be required to assist the Council in complying with the equipment-related record-keeping requirement in 33 CFR § 105.225. The Council maintains an electronic archive that documents the date and time of service and a brief description of the maintenance performed. The contractor's personnel will be required to inform the Council's security staff each time they enter and depart the Council premises or port for maintenance-related activity of Council equipment. The contractor's personnel will also be required to fill out a maintenance record at the port's Security Operations Center at the end of each workday in the Port. This maintenance record will include documenting assets added or removed each workday along with the asset tag numbers assigned to equipment.

Invoices. The contractor will be responsible for promptly invoicing the Council for all completed work. Invoices must be received within 30 calendar days of the date the work was completed. The Council reserves the right to not process and pay invoices received more than 45 calendar days from the date the work was completed. The Council will pay all invoices within 30 calendar days of receipt, provided that the invoice contains all required supporting documentation. The specific format of the invoice will be determined by mutual agreement between the contractor and the Council but the invoice must, at a minimum, contain the following information: description of service billed (location and nature of work), equipment and/or parts installed, equipment serial number (for removed and installed equipment, as appropriate), cost, labor rate, hours and total amount (as applicable). When appropriate, all invoices must include, as supporting documentation, original invoices for all equipment purchased for and installed for the benefit of the Council. The contractor will be allowed to apply an agreed upon margin to the original cost of all equipment it purchases and installs on behalf of the Council. This margin is to help the contractor recoup the administrative cost incurred by the contractor for researching, ordering, and coordinating shipping and delivery of all equipment and parts that is not billed at an hourly rate. The Contractor will also be allowed to apply an agreed upon margin to the original cost of all rental equipment and third-party contractors to recoup the administrative cost associated with coordinating equipment and contractors to service the Council.

- e. Term. Based on the results of this RFP process the Council intends to enter into a contract with the successful contractor based on the following terms:

Initial Term	Renewal	Rates
Contract signature date to September 30, 2026	Three one year (12 month) periods	Prices per initial price/rate sheet

The initial term of the contract shall expire on September 30, 2026 and it shall renew for three additional one year (12 month) periods unless the Council notifies the Contractor of its intent not to renew at least 30 days before the expiration of the current annual contract term.

5. SUBMITTAL REQUIREMENTS

In order to facilitate the review and selection process the Council requests that the proposal be organized in the following format:

- a. A cover letter with the RFP subject, the name of the contractor and payment information, the contractor's Dun & Bradstreet (DUNS) number and/or CAGE code, the name of and information for the contractor's contact person, the names of the persons who will be authorized to commit the contractor to an agreement with the Council for the specified services and a statement that the contractor's proposal price will remain fixed through January 31, 2025. The cover letter must state that the contractor, at its sole cost and expense, and in its name, shall meet all applicable Federal Government Grant Compliance Requirements in Attachment B.
- b. A cover letter with the RFP subject, the name of the contractor, and payment information, the name of and information for the contractor's contact person, the names of the persons who will be authorized to commit the contractor to an agreement with the Council for the specified services and a statement that the contractor's proposal price will remain fixed through January 31, 2025.
- c. A proposal of not more than twenty pages in length that briefly addresses the following items:
 - (1) a brief description of the company including a discussion of its areas of expertise including the contractor's experience, if any, working on Federal-funded grant projects.
 - (2) Whether the contractor is registered as a small, disadvantaged or woman-owned business. If any of these considerations apply to the contractor, the contractor must supply proof of the designation in an appendix to its proposal.
 - (3) A summary of the approach the contractor will take to accomplish the requested services; the discussion should demonstrate the contractor's understanding of the issues related to maintaining the types of equipment identified in this RFP.

- (4) A narrative that explains the firm's knowledge, experience and qualifications in providing security lighting maintenance services including any State issued licenses held by the contractor's personnel, such as Electrician (include a copy of any licenses as attachments to the proposal); the narrative should discuss similar projects, by type and location that the contractor has completed in the past five years that best characterize the work quality of the contractor. The narrative should address the contractor's experience in maintaining security lighting systems. As appropriate, the discussion should also include similar projects the firm has completed within other ports or maritime facilities.
 - (5) The names of persons who will be assigned to the project along with a concise statement of their experience (more detailed resumes may be included in an appendix to the proposal; material in the appendix does not count against the proposal's twenty-page limitation).
 - (6) The firm's familiarity with the Maritime Transportation Security Act and port-related security matters.
 - (7) The contractor's understanding of the challenges of working in a port or industrial environment with a brief discussion of the successful remediation techniques the contractor has employed to minimize the impact of those challenges.
- d. A separate sheet listing three U.S. based client references, with complete contact information (name, address and phone number) that the contractor believes will best assist the Council in assessing the contractor's ability to provide the services requested. The contractor may, but is not required to, use the attached format when submitting the reference information. Failure to provide three complete references will be grounds to disqualify the bidder's proposal. Client references must be for clients for whom the contractor has previously provided security lighting and other electrical maintenance services (and, preferably, for port or industrial clients for whom the contractor has previously provided such services).
 - e. An appendix to the proposal which contains, as appropriate, a copy of an actual invoice the contractor has submitted to an existing client. The client's name and other client-related information may be redacted from the copy provided.
 - f. A separate price proposal. The price proposal shall consist of the following:
 - (1) The contractor's proposed equipment markup rate (the difference between the original cost of any equipment the contractor purchases for the Council and the price the contractor charges the Council; the markup rate should be expressed as a percentage). The Council reserves the right to negotiate a final markup rate with the contractor prior to entering into any final agreement for services.

(2) A price/rate sheet that reflects the hourly rates of the individuals identified in Section 5.b.(4) above for normal service delivery (normal service delivery timeframe must be defined by the bidder in its proposal) that the contractor will charge the Council. The proposal must identify any minimum charge the contractor has for a service call (if none identified the Council will only pay the hours actually worked on-site). To the extent the contractor’s response to Section 5.b.(4) does not contain a full listing of the individuals who would be assigned to the project this section of the price proposal should list the positions and/or skillsets necessary to accomplish the project. The price/rate sheet must include any additional fees or increased hourly rates for escalated or expedited services requested within four (4) hours and eight (8) hours of service delivery and for next day service delivery (requested before 2:00 pm the previous day from service delivery), for weekends, holidays and after-hours (before 6:00 a.m. and after 6:00 p.m.) service delivery. The price/rate sheet must also identify all other maintenance related expenses the client might be expected to pay for the services specified in this RFP. For example, if the contractor charges clients for the use of certain equipment, such as a bucket truck, those charges must be reflected in the price/rate sheet.

(3) All prices and rates shall remain fixed for the duration of the contract except for hourly rates. Hourly rates shall remain fixed for the first year of the contract. After the first year the contractor may submit one increase per year in hourly rates to reflect any increase in union rates. Annual hourly rate increases must be submitted at least 90 days in advance of the effective date and are subject to review by the Council. The Council reserves the right to cancel the contract if the hourly rate increases are deemed excessive.

(4) Without prior advance approval the client will not pay mileage expenses for individuals (e.g., managers, senior project staff and technicians) to travel to the job site at the port.

6. SUBMITTAL REQUIREMENTS-RELATED ADMINISTRATIVE MATTERS

a. Bidders can anticipate the following schedule for proposal submittal and contract award notification:

Milestone	Date
Site visit scheduled as needed	Until December 18, 2024
End of Questions & Clarifications period	December 23, 2024
End of bid period	January 8, 2025 1:00 pm (CDT)
Notification of Contract Award	No later than January 31, 2025

b. Site visit. The Council will host individual site visits as requested until Wednesday, December 23, 2024. The site visit is not mandatory. Individuals interested in scheduling a site visit must email Brandi Flisowski at bflisowski@ptcsc.org Tony

Ortiz at tortiz@ptcsc.org. The e-mail must identify the full name of the individual(s) attending, the name of the organization the individual is representing and whether the individual holds a Transportation Worker Identification Credential. (If the individual does not possess a Transportation Worker Identification Credential the e-mail must specify the identification document the individual will use to gain access to the port.)

- c. Questions and clarifications. The Council will accept questions about this RFP and about any matter related to the scope of work through 1:00 pm (CDT) on Monday, December 23, 2024. Questions must be e-mailed to: bflisowski@ptcsc.org and tortiz@ptcsc.org. (Oral instructions or information concerning the request for proposal given by Council staff or personnel will not bind the Council.) All contractors who have previously expressed an interest in providing the requested services to the Council will receive a copy of the questions and answers. They will also be posted on the Council's website (www.ptcsc.org) under the "Business Opportunities" section.

- d. Proposal submission process.

The proposal can be submitted electronically, via courier or in person to the Council's office. If submitted electronically, send the proposal to bflisowski@ptcsc.org and tortiz@ptcsc.org. If sent via courier or in person, the proposal must be submitted in a sealed package to:

Port of Texas City Security Council, Inc.
Attn: Brandi Flisowski
605 Loop 197 South
Texas City, TX 77590-8766

The outside of the envelope should be marked "Security Lighting Maintenance & Electrical Services RFP Response."

The Council requests that offerors not bind their proposals. Instead of binding proposals, the Council requests that the proposal is bound using binder clips, paper clips, rubber bands or similar easy-to-remove materials. (The manner in which offerors secure their proposals will not affect the Council's substantive assessment of the merits of the proposal.)

- e. **Due date. Proposals are due by 1:00 pm (CDT) on Wednesday, January 8, 2024.** Any proposal received after this time may be disqualified from further consideration.
- f. Anticipated selection schedule. The Council anticipates making a selection decision and contacting the selected contractor no later than **January 31, 2025**.

7. EVALUATION CRITERIA

- a. The Council will use some or all of the following criteria in making its selection decision: understanding of and approach to the services to be performed; qualifications and expertise of the firm and key personnel assigned to the contract; experience in providing security lighting maintenance of the types of lighting indicated in this RFP; demonstrated familiarity with port security issues, the contractor's proposed pricing approach including hourly rates, minimum charges, charges for maintenance related expenses, and equipment mark-up; strength of client references; and, whether the contractor is registered as a small, disadvantaged, minority or woman-owned business.
- b. The criteria are not necessarily listed in order of importance nor will they necessarily be accorded equal weight in the selection process.
- c. The Council reserves the right to accept or reject proposals and to waive any technicalities or irregularities therein. The Council reserves the right to negotiate any and all elements of this proposal.
- d. During the evaluation process, the Council reserves the right, in its sole discretion, to request additional information or clarifications from those submitting proposals, and to allow corrections of errors or omissions.

Port of Texas City Security Council, Inc.

Request for Proposals: Security Lighting Maintenance Contractor

Attachment A

Client References

- 1. **Customer Name:** _____
Business Address: _____
Business Type: _____
Contact Name: _____
Telephone No.: _____
Services Provided: _____

- 2. **Customer Name:** _____
Business Address: _____
Business Type: _____
Contact Name:, _____
Telephone No.: _____
Services Provided: _____

- 3. **Customer Name:** _____
Business Address: _____
Business Type: _____
Contact Name: _____
Telephone No.: _____
Services Provided: _____

Attachment B
Port Security Grant Program Compliance Requirements

Since a portion of the funds for this project come from a Port Security Grant Program administered by the Federal Emergency Management Agency of the Department of Homeland Security the following terms and conditions, as applicable, will be incorporated into and form part of the contract between the Port of Texas City Security Council ("the Council"), the recipient of grant funds under the PSGP and (CONTRACTOR NAME) ("Contractor"). The terms hereof supersede any conflicting terms in the Agreement of Services or any of the other materials contained in the project bid documents or Contractor's proposal.

Event of Default/ Termination for Cause: Failure to comply with the terms of the Contract or the provisions set forth in this Addendum shall constitute an event of default under the Contract and the Council may terminate this Contract upon thirty (30) days prior written notice if the default remains uncured five (5) calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available under the laws of the State of Texas.

Equal Employment Opportunity: Contractor agrees to comply with the regulations contained in 41 CFR Part 60-1.4(b) in accordance with Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 "Amending Executive Order 11246 relating to Equal Employment Opportunity" and implementing regulations at 41 CFR Part 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) 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.

(5) 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. (6) 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 their 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.

(7) 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 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”): For all prime construction contracts (as defined in 29 CFR 5.2) in excess of \$2,000. Compliance with the Davis-Bacon Act:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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”):

This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. Compliance with the Copeland “Anti-Kickback” Act:

- a. 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.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.
- c. 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.”

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708): Applicable to all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

Rights to Inventions: Applies to any “funding agreement” (any contract, grant, or cooperative agreement entered into for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government) with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work. The Contractor agrees that any contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Council in any resulting invention in accordance 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.

Clean Air Act And Federal Water Pollution Control Act: Applies to contracts awarded of amounts in excess of \$150,000 under a federal grant. Contractor agrees 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 shall be reported to the Texas Commission on Environmental Quality, the regional office of the Environmental Protection Agency and/or the United States Coast Guard, as appropriate. The Council shall also be notified of all violations but notifying the Council does not relieve the Contractor of its obligation to make the appropriate agency notifications. 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.

Energy Efficiency: The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State of Texas energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Debarment and Suspension (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): Contractor shall make no contract or subcontract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. 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 .

Suspension and Debarment Provisions:

(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's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Port of Texas City Security Council. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Port of Texas City Security Council, 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.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 and FEMA's regulation at 44 C.F.R. Part 18). This requirement applies to all contracts. Contractor certifies 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 contract which in part or wholly funded through a grant or any other award covered by 31 U.S.C. § 1352.

Contractors that apply or bid for a contract of \$100,000 or more must file the required certification. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Such disclosures are forwarded by the contractor to the Port of Texas City Security Council who will then submit the certification to FEMA.

Required Certification. Contractors that apply or bid for a contract of \$100,000 or more must sign and submit to the Port of Texas City Security Council the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Port of Texas City Security Council, 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.

(4) In compliance with the Disaster Recovery Act of 2018, the Port of Texas Security Council and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

Compliance with Federal Law, Regulations, and Executive Orders. The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

No Obligation by Federal Government. The contractor acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and false or Fraudulent Statements or Related Acts. The False Claims Act (31 U.S.C. §§ 3729-3733) prohibits the submission of false or fraudulent claims for payment to the federal government. 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.