

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 fourteen businesses that conduct operations in or near the Port of Texas City. Nine 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 and photocells. Most service will occur during normal business hours (Monday through Friday, 6:00 a.m. to 6:00 p.m., excluding major holidays). With one exception (one

camera), 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 work day in the Port.
- e. 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 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 markup to the original cost of all equipment it purchases and installs on behalf of the Council.
- f. 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, 2021	Three one year (12 month) periods	Prices per initial price/rate sheet

The initial term of the contract shall expire on September 30, 2021 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, 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 October 31, 2019. 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 October 31, 2019.
- 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
Pre-bid meeting	September 17, 2019
End of Questions & Clarifications period	September 25, 2019
End of bid period	October 1, 2019 at 1:00 pm (CDT)
Notification of Contract Award	No later than October 25, 2019

- b. Pre-bid meeting and site visit. The Council will host a pre-bid meeting and site visit in Texas City, TX on Tuesday, September 17, 2019 beginning at 8:30 am.

The pre-bid meeting is not mandatory. A site visit will be held in the Port immediately following the meeting. Individuals interested in attending the pre-bid meeting must pre-register with the Council's staff by e-mailing Ms. Brandi Flisowski at bflisowski@ptcsc.org no later than Friday, September 13, 2019. 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.). All pre-registered attendees will receive an email with the meeting location by Monday, September 16, 2019.

- 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 Wednesday, September 25, 2019. Questions must be e-mailed to: bflisowski@ptcsc.org and jwhitehead@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 jwhitehead@ptcsc.org and bflisowski@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: Ms. Brandi Flisowski
One 2nd Avenue 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 Tuesday, October 1, 2019.** 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 October 25, 2019.

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 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 Name of Contractor (“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.

Buy American Act: The Contractor must follow the standards identified in the Buy American Act, 41 U.S.C. 10a -10d. The Buy American Act requires that all supplies and construction materials purchased be produced in the United States, unless such materials are not reasonably available, or such a purchase would not be in the public interest. Contractor must follow the Federal Acquisition Regulations implementing the Buy American Act, 48 C.F.R. Part 25.

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, 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 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.

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): For all construction contracts (as defined in 29 CFR 5.2), the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall 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 shall be required to pay wages not less than once a week. The Contractor expressly acknowledges that the award of this contract is conditioned upon the acceptance of the current prevailing wage determination issued by the Department of Labor.

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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"). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 USC 3701 - 3708): The Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). The Contractor agrees to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions: 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 37 CFR 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 Department of Homeland Security.

Clean Air Act And Federal Water Pollution Control Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as

amended (33 U.S.C. 1251 et seq.). 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.

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: Contractor shall make no contract or subcontract to any party listed on the U.S. government wide Excluded Parties List System in the System for Award Management (SAM) in accordance with Executive Orders 12549 and 12689 "Debarment and Suspension."

Byrd Anti-Lobbying Amendment: Contractor certifies that it, and all of its sub-Contractors, 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. Contractor shall further disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosure shall be forwarded to the Council.

Right of Entry Agreement. Land in the immediate vicinity of the project area is owned by the Texas City Terminal Railway (doing business as the Port of Texas City). In the event Contractor decides to use any of the land (e.g., as a staging or lay down area) the Contractor will first be required to sign a right of entry agreement with the Port of Texas City.

Access to Records. The Council, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcripts.