Port of Texas City Security Council, Inc.

Request for Proposal: Waterside Security Zone Signs Replacement Project (LLNR 26162 & 26163)

1. Introduction.

The Port of Texas City Security Council, Inc. (PTCSC) is soliciting competitive proposals from qualified marine and pile-driving contractors to furnish all labor, supervision, materials, marine equipment, and barging required to:

A. Fabricate and Install two (2) new 4-pile timber structures with 8ft x 16 ft waterside security zone warning signs along the Port of Texas City Channel.
B. Deconstruct and Dispose of the existing deteriorated legacy 2-pile marker structures.

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. Nine of the businesses operate facilities that are subject to the Maritime Transportation Security Act (MTSA). The principal purpose of the Council is to provide security services to its members for the common Port facilities 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.

3. Scope of Services.

The contractor shall perform all operations required to remove existing aids and install new structures at two (2) designated positions:

- **Marker 1 (South Side / Snake Island):** Light List Number (LLNR) 26162 | Position: **29°22'44.548" N, 094°52'55.519" W** (Approx. water depth: ~ 4 ft)
- **Marker 2 (North Side of Channel):** Light List Number (LLNR) 26163 | Position: **29°22'55.068" N, 094°53'03.033" W** (Approx. water depth: ~ 7 ft)

A. Base Scope: Installation of Two (2) New Sign Structures

The contractor shall supply all materials and marine construction services to build two (2) identical wood sign structures (one North, one South):

B. Demolition and Disposal (Existing Structures)

- Completely deconstruct and extract the existing deteriorated two-pile wooden structures and warning signs at both locations.
- Piles shall be extracted in full or cut off at least two (2) feet below the natural mudline.
- Properly remove, transport off-site, and dispose of all treated timber, hardware, and scrap at an authorized upland disposal facility in compliance with environmental regulations.

C. Foundation Piling & Framing

- Furnish and drive four (4) Class A 2.5 UC5C treated round marine timber piles per location (total of eight [8] 50-foot piles). Piles must be driven to suitable embedment (roughly 19')/bearing capacity to withstand severe coastal storm conditions.
- Furnish and bolt twelve (12) $4'' \times 6'' \times 20'$ marine-treated .60 CCA structural framing cross members (6 per structure).
- All timber-to-pile through-bolts, rods, nuts, and washers shall be $3/4''$ **Hot-Dipped Galvanized (HDG)**. Bolts shall meet the ASTM 307 A or 307 B Secondary fasteners and sign-attachment screws shall be **Stainless Steel**.
- Provide and fasten eight (8) sheets (4 per structure) of $4' \times 8' \times 3/4''$ **exterior marine-grade pressure treated plywood backing**.

D. Signboard Fabrication & Installation

- Fabricate and install two (2) 8 ft (height) $\times$ 16 ft (width) high-visibility signboards.
- Substrate and facing shall use Diamond Grade / High-Intensity Prismatic marine reflective sheeting engineered for saltwater/UV exposure.
- **Regulatory Mark Formatting:** Signs shall conform to USCG regulatory mark standards (*white background, bold black lettering, and international orange retroreflective borders*).
- **Elevation:** The bottom edge of the signboard shall be set at approximately 15 feet **above Mean Low Tide (MLT)** to provide clearance and storm surge protection.
- **Sign Text Layout:**
  - ***Letter size to be determined between Client and Contractor at later time***

WARNING
SECURITY ZONE - KEEP OUT
AUTHORIZED ACCESS ONLY

NO UNAUTHORIZED VESSELS ALLOWED WITHIN THIS AREA

PURSUANT TO 33CFR PART 165.814
CONTACT THE TEXAS CITY HARBORMASTER FOR AUTHORIZATION
VHF 16

4. PERMITS, REGULATORY COMPLIANCE & SAFETY

- **USACE Section 10 / NWP 1:** This project is pre-cleared under **USACE Nationwide Permit 1 (NWP 1: Aids to Navigation)** as a *non-reporting* activity. The contractor shall ensure that all driven piles and floating equipment remain outside the designated federal navigation channel boundaries.
- **USCG Private Aids to Navigation (PATON):** Authorized by USCG District 8 Waterways Management. The in-kind replacement and 4-pile configuration are approved.
- **Local Notice to Mariners (LNM):** PTCSC will submit the LNM request directly to USCG D8 (D8marineinfo@uscg.mil). The awarded contractor must provide its finalized on-water work schedule at least fifteen (15) days prior to mobilization.
- **Personnel & Marine Safety:**
  - All contractor craft personnel must hold valid **Transportation Worker Identification Credentials (TWIC)**.
  - Crane operators must be **NCCCO certified**.
  - All crane barges and marine vessels must comply with applicable **OSHA and USCG safety inspections**.

5. Administrative Matters

a. The contractor will be required to sign a Services Agreement (SA) with the Council which includes Port Security Grant Program Compliance Requirements (Exhibit B of the SA and Attachment B of this RFP). A copy of the SA will be available on the Council's website. **To the extent a bidder takes exception to any of the terms in the MSA 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 services agreement. The Council will not entertain proposed service agreement changes after the contract has been awarded.

b. All members of the contractor's team will be required to hold a valid Transportation Worker Identification Credential when entering the Port. (Information on the process for obtaining a TWIC, including eligibility criteria, may be found at: https://universalenroll.dhs.gov/faq#twic

6. Submittal requirements

To facilitate objective review, proposals must be submitted electronically and structured as follows:

1. **Cover Letter:** Including company name, business address, point of contact details, SAM.gov Unique Entity ID (UEI) / CAGE code, and a statement that proposed pricing remains firm for ninety (90) calendar days. Whether the contractor is registered as a small business, minority business, women's business enterprises, and/or a firm within a current Labor Surplus Area (LSA) as listed by the U.S. Department of Labor (see https://www.dol.gov/agencies/eta/lsa). If any of these considerations apply the potential contractor must supply proof of participation or designation in an appendix to its proposal.
2. **Technical Approach & Schedule:** Summary of equipment/barges to be deployed, pile-driving method, and estimated project schedule (anticipated working days on water).
3. **Marine Experience & Qualifications (Max 10 Pages):** Overview of company history, marine construction/pile-driving experience, similar projects and safety records (EMR / TRIR for past 3 years).
4. **Key Personnel & Credentials:** Resumes of on-site superintendent/crane operators (verifying NCCCO certification and valid TWIC credentials for all marine crew).
5. **Client References (Attachment A):** At least three (3) client references for comparable marine pile-driving or waterway infrastructure projects completed within the last five (5) years.
6. **Cost Disclosure / Bid Form (Attachment B):** Firm fixed-price proposal itemized in accordance with Section 8.
7. **Certificate of Insurance (COI):** Certificate of Insurance with the limits provided in the Standard Service Agreement. SSA can be found on the Council's website.
8. **Specification Requirements:** Proof Piles, lumber & connecting hardware meet minimum specification requirements.

7. Timetable

Milestone	Date / Target
RFP Issuance	September 18, 2026, extension November 2, 2026
Deadline Extension for Written Questions	November 6, 2026, at 1:00 PM CST
Proposal Submission Deadline Extension	**November 13, 2026, at 3:00 PM CDT**

Milestone	Date / Target
Notification of Contract Award	By November 27, 2026
Project Target Execution Window	December 2026 - January 2027

8. Proposal Pricing & Evaluation

Proposals must provide fixed-price totals broken down into the following categories:

Item	Scope Description	Firm Fixed Price
1	Marine Equipment Mobilization & Demobilization (Crane Barge, Tug, Support)	$
2	Permanent Materials (Piling, Treated Timber, HDG/SS Fasteners, Signboards)	$
3	Demolition & Complete Disposal of Existing Structures	$
4	Marine Labor & Installation (Two Complete 4-Pile Sign Structures)	$
BASE	**TOTAL BASE BID (Items 1 + 2 + 3 + 4):**	**$**
—	*Standby / Hourly Delay Rate (Rig & Crew, if applicable):*	*$ / hr.*

9. Selection Criteria

The Council will evaluate proposals based on:

1. Understanding of and approach to the services to be performed
2. Demonstrated marine pile-driving expertise and equipment suitability.
3. Overall financial value and completeness of fixed-price bid.
4. Past performance, 3 years of OSHA 300 logs, EMR Rating of 1.10 or less, and verified client references.
5. Clarity of execution plan and demonstrated ability to meet mobilization milestones.
6. Whether the contractor is registered as a small, disadvantaged, minority and/or woman-owned business.

The criteria are not necessarily listed in order of importance, nor will they necessarily be accorded equal weight in the selection process.

10. Miscellaneous proposal-related administrative matters.

A. Payment

Payment for the security signs will be net 30 days. All payments are subject to timely and accurate invoicing by the contractor.

B. **Proposal submission process**:

The proposal should be submitted electronically to Brandi Flisowski, Security Director/FSO, at bflisowski@ptcsc.org and Jim Garcia, Security Manager at jgarcia@ptcsc.org.

C. Questions and clarifications.

The Council will accept questions about this RFP and about any matter related to the scope of work through November 6, 2026, at 1:00 PM CDT. Questions must be sent by e-mail to: bflisowski@ptcsc.org and jgarcia@ptcsc.org. 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. Q&As will also be posted on the Council's website (www.ptcsc.org) under the "Procurement Opportunities" section.

D. Anticipated selection schedule.
The Council anticipates selecting a contractor no later than Novembre 27, 2026.

Port of Texas City Security Council, Inc.

Request for Proposal: Waterside Security Zone Signs Replacement Project

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 and2 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.