PORT FREEPORT℠

REQUEST FOR PROPOSAL

EMERGENCY OPERATIONS CENTER GENERATOR REPLACEMENT

REVISION 2
10/09/2026

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OVERVIEW

Purpose

Port Freeport formally invites qualified organizations to submit proposals to enhance Port Freeport's Emergency Operations Center by providing a new generator. The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from experienced Vendors capable of delivering a solution that meets Port Freeport's operational requirements. Proposals will undergo a thorough and impartial evaluation based on predefined criteria to identify the candidate that best aligns with the organization's objectives.

Qualified Vendors are requested to submit detailed proposals that clearly articulate their technical approach, integration capabilities, and adherence to the specified requirements. Submissions should demonstrate the Vendor's expertise and ability to deliver a solution that enhances the functionality of Port Freeport's Emergency Operations Center.

Project Scope

Port Freeport is soliciting proposals from qualified vendors for the sourcing, installation, configuration, and removal of existing generator that comply with the functional and performance specifications detailed in this Request for Proposal (RFP). The generator replacement, skid modification is located at Port Freeport Emergency Operations Center (EOC) located at 801 Navigation Boulevard, Freeport, Texas 77541.

The scope of this project includes the following:

Generator: Propose a replacement generator for Port Freeport EOC. Inclusive of requirements, but not limited to:

- Minimum 174 kW capacity
- Dual Fuel (Natural gas and propane)
- Quiet enclosure for noise attenuation
- Marine-grade construction for corrosion resistance
- Integrated fuel monitoring system
- Remote monitoring control panel
- Built-in troubleshooting diagnostics
- Compliance with EPA and NFPA 110
- Environmentally compliant design
- Preferred manufacturers or equivalent; CAT, Cummins or Kohler

Removal of old generator and Installation of Generator: Provide all necessary labor and equipment to remove and dispose of existing generator and install new generator to new design specifications.

Training for Director of Protective Services and Protective Services Staff/Director of Operations and other Pertinent Operations Team Personnel : Training will be provided to the Director of Protective Services and Protective Services Staff, Director of Operations and other pertinent operations team personnel to ensure full understanding of generator operations, including startup/shutdown procedures, system monitoring, troubleshooting diagnostics, and effective use of associated control and remote monitoring technologies to support reliable emergency response.

Warranty: Vendor shall warrant all equipment, installation and ancillary equipment against defects in materials, workmanship, and performance for one (1) year from the date of final commissioning and acceptance by Port Freeport.

Platform Extension (Optional): Extend existing platform to ensure there is a three-to-six-foot clearance around entire generator. Proposer will need to include all labor and equipment necessary to complete extension to required specifications. Respondents will not be excluded from consideration solely because they are unable to provide all requested products or services. Proposals offering partial scope coverage may be evaluated and considered for award where such proposal otherwise meets the Company's operational, technical, and commercial requirements.

Add-Ons

Suppliers of generators commonly offer supplemental services to support system performance and longevity. Proposers are requested to clearly identify and price any such services as separate line items within their proposal for evaluation purposes:

- Warranties (past 1 year warranty requirement): Proposers shall include a comprehensive warranty package covering all equipment, parts, and labor for a minimum specified period, with clear terms outlining coverage, response times, and any included or optional extended warranty provisions.
- Service Package: Proposers shall submit a comprehensive service package detailing routine maintenance requirements, inspection schedules, emergency response availability (including response times), and all associated costs in line with manufacturer's recommendation. The service package shall be clearly itemized and submitted as a distinct line item for evaluation. Failure to provide this information in the required format may render the proposal non-responsive.
- Monitoring Upgrades: Proposers shall include optional monitoring upgrades, such as advanced remote monitoring, real-time diagnostics, and system alert capabilities, with all associated features and costs clearly identified as separate line items for evaluation.

The selected Vendor shall be responsible for furnishing all required labor, tooling, equipment, software, licenses, and insurance necessary for the successful execution of the project.

Background and Description

Port Freeport is the most operationally efficient port on the West Gulf Coast, offering excellent access to key Texas markets. We focus on seamless logistics and strong partnerships to help businesses thrive.

Our growth is a result of collaboration and a vision for the potential of the port. We offer facilities that accommodate the needs of a variety of cargo types. We continue to invest in the port. We have built new docks and acquired additional cranes. The Velasco Terminal and the inner harbor operate as multi-purpose terminals. We have the fastest transit time on the Gulf Coast with only an hour from the pilot's station to inner harbor. Through strategic initiatives such as the Freeport Harbor Channel Improvement Project, we will be the deepest port on the Gulf coast with a maximum depth of 56 feet and an operational depth of 51 feet. The support of the local organizations and key partnerships help us continue to thrive and build for the future.

Port Freeport has a diverse cargo portfolio. The public docks work with containerized cargo, RORO, project cargo, breakbulk and dry bulk. The private terminals handle the liquid bulk. Our team offers a customized experience for each tenant to help them reach their fullest potential through collaboration. We continue to invest in the vision of our port alongside our tenants to grow long-lasting partnerships in every sector.

Port Freeport's strategic investments, infrastructure, and sustainability focus position it as a key economic driver, enhancing global trade and delivering substantial benefits to Texas and the U.S.

CONFLICT OF INTEREST

Port Freeport is passionately committed to making any business decisions based solely on evaluation of offers that Port Freeport believes will provide Port Freeport with the best bid. Basic business integrity dictates that Port Freeport's business decisions are objective, be in the best interest of Port Freeport, and are in no way connected to or influenced by any other relationship. By submitting a proposal, the Respondent warrants and certifies on behalf of the Proposing Entity that:

a) Proposing Entity has not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or any other thing of value or benefit (including employment, contracts or subcontracts relating to Proposing Entity's business) to any Commissioner, official or employee of the Port,
b) No Commissioner, official or employee of the Port has (directly or indirectly) solicited any such payment or contribution, and
c) Proposing Entity does not have any Relationship (as that term is hereinafter defined) with any Commissioner, official or employee of the Port. For the purposes of this Contract, a Relationship is defined as:

1) A commissioner, official or employee of the Port or an affiliate of a commissioner, official or employee of the Port owns ten percent (10%) of the ownership of the Proposing Entity or ownership in the Proposing Entity with a fair market value of $15,000 or more; or
2) A Commissioner, official or employee of the Port or an affiliate of a commissioner, official or employee of the Port has an employment or other business relationship with the Proposing Entity that results in a taxable income or receipt of something of value by a commissioner, official or employee of the Port or an affiliate of a commissioner, official or employee of the Port; or
3) A Commissioner, official or employee of the Port or an affiliate of a commissioner, official or employee of the Port receives one or more gifts from the Proposing Entity that have a total value of more than $100 in one 12-month period.

An "affiliate" of a person is:

a) A family member of the person, related within the first degree by consanguinity or affinity, as defined by Subchapter B, Chapter 573 of the Texas Government Code, or
b) An entity owned in whole or in part by the person or by a family member of the person related within the first degree by consanguinity or affinity.

If awarded a contract with Port Freeport, the representations, warranties, and certifications made in this section are ongoing and will remain in effect for the term of the project.

LIABILITY & LEGAL

Insurance

The contractor shall maintain the minimum level of insurance as required by the Port Freeport Tariff, which can be accessed on the Port Freeport web site (www.portfreeport.com/business-with-the-port/tariffs).

The Policy or Policies shall be endorsed to provide thirty (30) days prior written notice to Port Freeport in the event of cancellation or material changes in the policy.

Certificate(s) of insurance shall be submitted as evidence to verify that the listed coverages are current.

Port Freeport reserves the right to change established minimum coverage limits for special situations.

Damage

The contractor shall be responsible for all damage or fines caused by their employees and subcontractors.

Arbitration

Any dispute between Port Freeport and the winning Vendor, whether related to this project or otherwise, shall be settled finally, completely, and conclusively by arbitration in Brazoria County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), by one arbitrator chosen in accordance with the Rules. Arbitration shall be initiated by written demand by the party seeking arbitration. Arbitrate shall be specifically enforceable in the District Court of Brazoria County, Texas. The decision of the arbitrator shall be final, conclusive, and binding, and judgment may be entered thereon in the District Court of Brazoria County, Texas to enforce such a decision and the benefits thereof.

Any arbitration held in accordance with this section shall be private and confidential and no person shall be entitled to attend the hearings except the arbitrator, Port Freeport, Port Freeport attorneys, and any designated representatives of winning Vendor and its attorneys.

The matters submitted for arbitration, the hearings, and proceedings thereunder and the arbitration award shall be kept and maintained in strictest confidence by Port Freeport and the winning Vendor and shall not be discussed, disclosed, or communicated to any person.

On request of either party, the record of the proceedings shall be sealed and may not be disclosed except insofar, and only insofar, as may be necessary to enforce the award of the arbitrator and any judgment enforcing such award.

Defense Obligations

To the fullest extent permitted by applicable laws, the Successful Vendor shall be expected to agree to DEFEND (with counsel reasonably acceptable to Port Freeport) the Indemnified Parties against all claims. It is the intent of Port Freeport and Contractor that the defense obligations of Contractor are without regard to whether the strict liability, fault, sole negligence, or concurrent or contributory negligence of the Indemnified Parties is a factor, and the defense obligations of Successful Vendor shall be intended to protect the Indemnified Parties against Claims based, in whole or in part, on the strict liability, fault, sole negligence, or concurrent or contributory negligence of the Indemnified Parties.

Indemnity Obligations

To the fullest extent permitted by applicable laws, the Successful Vendor shall be expected to assume all liability for and agrees to INDEMNIFY and HOLD HARMLESS the Indemnified Parties against any and all Losses arising from or related to any Claims, except to the extent (and only to the extent) that such Losses are ultimately determined by final, non-appealable judgment of a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of the Indemnified Parties. The exception set forth in the preceding sentence is not intended and shall not be deemed or construed to limit or waive the Successful Vendor's defense obligation as listed above.

Bonds

The awarded contractor shall be responsible for providing Payment and Performance bonds for the full price of the project.

Compliance with Laws

Contractor represents and warrants that, in performing its obligations under this Agreement, Contractor will always comply with all applicable federal, state, and local laws, rules or regulations (collectively, "Laws"). Specifically, and without limitation:

- The Successful Vendor shall comply with all legal requirements required by applicable Laws to be included in, or complied with in or in connection with, this project. Such legal requirements include, without limitation, the following, which are incorporated by reference herein: the Equal Opportunity Clause (41 CFR §60-1.4); the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41 CFR §60-250.4); the Age Discrimination Act of 1975 (29 CFR §1625); the Affirmative Action Clause for Handicapped Workers (41 CFR §60-741.4); the Certification of Non-segregated Facilities Clause (41 CFR §60-1.8); the Affirmative Action and Nondiscrimination Obligations of Federal Contractors and Subcontractors Regarding Disabled Veterans, Recently Separated Veterans, Active Duty Wartime or Campaign Badge Veterans, and Armed Services Service Medal Veterans (41 CFR §60-300.1); the Affirmative Action and Nondiscrimination Obligations for Federal Contractors and Subcontractors Regarding Individuals with Disabilities (41 CFR §60-741.1); and the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. To the extent applicable, the requirements of 41 CFR §60-1.4(a)(7), 29 CFR Part 471, Appendix A to Subpart A, 41 CFR §60-300.S(a)(ii), and 41 CFR §60-741.S(a) are expected from the Successful Vendor of this project.
- The Successful Vendor shall comply with the requirements of 41 CFR §§60-1.4(a), 60-300.S(a) and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- The Immigration Reform and Control Act of 1986, as amended, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, require that all employees hired since 1986 provide proof of identity and employment eligibility before they can work in the United States. Port Freeport is committed to complying with all applicable immigration laws of the United States and requires compliance by all contractors and subcontractors who contract with the State. The Successful Vendor shall not place any employee of the Successful Vendor at Port Facilities, nor shall the Successful Vendor permit any employee, nor any subcontractor, to perform

any work on behalf of, or for the benefit of, Port Freeport without first confirming said employee's authorization to lawfully work in the United States.

Language Assistance

The Port is committed to taking reasonable steps to provide timely and meaningful access for Limited English Proficient (LEP) individuals encountering the Port's programs, services, and activities. Port Freeport must provide free language assistance services to people interested in submitting a proposal for this project.

If you need language assistance services regarding this RFP, please email Procurement department at Procurement@PortFreeport.com . Additionally, please include the desired language that you need the RFP translated to.

PROPOSAL GUIDELINES

RFP Posting

A notice of the Request for Proposals (RFP) shall be published in the local newspaper, The Facts, which is accessible at www.thefacts.com**.** Additionally, an RFP Announcement shall be posted in the Public Notices section of the Port Freeport website, available at www.portfreeport.com/freeport-community/contractor-bids**.** Furthermore, a physical copy of the RFP may be collected at the Port Administration Building, located at 1100 Cherry St., Freeport, Texas 77541.

Inquiries

All inquiries related to this RFP shall be sent via email to Danielle Allen, Procurement Manager Procurement@PortFreeport.com .

Information obtained from any other source is not official and shall not be considered.

If there are any deviations to the requirements specified within this RFP, Respondents shall clearly document the deviations in Attachment 1. Proposals failing to document these deviations may be rejected without further consideration.

RFP Timetable

The anticipated schedule for this RFP and contract approval is as follows:

RFP Issued	October 13, 2026
RFP Submission Due	**November 3, 2026 @ 10:00AM CST**

While remaining compliant with State of Texas laws and regulations, Port Freeport reserves the right to adjust these dates as needed.

Respondent Expenses

Respondents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with Port Freeport, if any. Port Freeport shall not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

Confidentiality of Information

Information pertaining to Port Freeport obtained by the Respondent as a result of participation in this RFP is confidential and shall not be disclosed without prior written authorization from Port Freeport senior management.

Modification of Terms

Port Freeport reserves the right to modify the terms of this RFP at any time at Port Freeport's sole discretion. If the RFP is modified, a notice of the new revision shall be posted in the local newspaper, The Facts (www.thefacts.com). Additionally, the new revision will be posted in the Public Notices section of the Port Freeport website (http://www.portfreeport.com/freeport-community/contractor-bids) and available to be physically picked up at the Port Freeport Administration located at 1100 Cherry St, Freeport, Texas.

This includes the right to cancel this RFP at any time.

Proposal Submissions

At minimum, Vendors shall provide one (1) hardcopy proposal. If the Vendor includes a thumb drive, the thumb drive must be scanned for malware before data is transferred to it and verified free of malicious code before submission. Additionally, the Vendor shall ensure the thumb drive, and its components comply with supply chain security requirements, verifying their origin and integrity to avoid counterfeit or compromised devices (i.e., name brand drives from established Vendors).

Any response received after the deadline on the RFP closing date shall not be considered. The responsibility for submitting proposals before the stated time and date is solely the responsibility of the Respondent. Port Freeport shall not be responsible for delays caused by mail, courier service, or any other occurrence.

At minimum, each proposal shall include:

1) Your firm's proposal
    a. The proposal shall include an Executive Summary, which summarizes the proposal and includes the total cost.
    b. The proposal shall include a Detailed Cost Summary, which specifies the itemized cost of the project.
    c. If applicable, the proposal shall include an Add- on Cost section, which details all reoccurring cost with estimates for the next year (i.e., licensing, maintenance, service agreements, etc.).
2) Project timeline, which at minimum shall include lead times, start date and completion date.
3) Three (3) references from past customers,
    a. Please notify your references that Port Freeport may contact them for verification purposes.
4) A Certificate of Insurance (COI) form showing your general liability and automobile insurance meets the requirements of Port Freeport Tariff No. 005.
5) Proof of the required certifications and qualifications.
6) If applicable, project deviations (see Attachment 1).
7) Proposal Summary Form (see Attachment 2).
8) Compliance of CFR - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (see Attachment 3)

All proposals must include proposed costs to complete the tasks described within this document. Costs should be stated as one-time/non-recurring costs or monthly/annual recurring costs. Proposals shall include a breakdown of hardware, software, installation, and maintenance costs, with transparency on licensing models and long-term expenses.

If the organization submitting a proposal must outsource or contract any work (i.e., subcontractors) to meet the requirements contained herein, this shall be clearly stated in the proposal. Additionally, all costs included in the proposals shall be all-inclusive to include any outsourced or contracted work. Any proposals which contain outsourcing must include the subcontractor's name, address, years of experience and a description of the organization's project activities.

If applicable, all proposals shall include shipping and handling charges.

All proposals shall be signed by an official agent or representative of the company submitting the proposal.

The Respondent shall submit their **SEALED** proposal in person or by a recognized mail/delivery service to:

- Port Freeport
- Attn: Danielle Allen, EOC Generator
- 1100 Cherry Street

- Freeport, Texas 77541

Respondent shall not change the wording of its proposal after submission unless requested by Port Freeport for the purposes of clarification.

All proposals shall be opened at the Port Freeport Administration Bldg,1100 Cherry St. Freeport, Texas 77541. The opening of the proposals is open to the public.

Ownership of Proposals

All documents and associated materials submitted to Port Freeport as part of this RFP become the property of Port Freeport. These items shall be received and held in confidence by Port Freeport, subject to the provisions of the Public Information Act located in chapter 552 of the Texas Government Code and the Maritime Security Directives issued by the U.S. Coast Guard under 33 CFR Part 101.405.

Acceptance of Proposals

This RFP is not an agreement to purchase goods or services. Port Freeport is not bound to enter into a Contract with any respondent. Proposals shall be assessed by utilizing the qualifications within this document. Port Freeport shall be under no obligation to receive further information, whether written or oral, from any Respondent.

Delivery of the proposal shall be in accordance with the requirements specified within this document.

PROPOSAL REVIEW

A review of all Respondents' proposals shall be conducted by Port Freeport to assure the proposal meets the specified criteria within this RFP. Proposals not meeting all the criteria established within this document may be rejected without further consideration.

Each qualified proposal shall be evaluated using a quantitative method for the following topics:

- Commercial Cost (60%)
    - Total installed cost, Generator, labor, and platform extension must be itemized for fair evaluation.
- Technical Compliance (20%)
    - Meets generator specifications, load calculations, fuel system requirements, and platform extension due diligence.
- Project Execution Plan (15%)
    - Schedule, milestones, outage management, commissioning approach
- Experience & Qualifications (5%)

- Provide (5) specific install examples dealing with Emergency Centers, Maritime Industry, Port Authorities, Governmental Centers, or Data Centers. If install examples are not provided, additional consideration will be given to demonstrated quality compliance documentation outlined.

Port Freeport reserves the right to request additional information from a Respondent. The Port reserves the right to initiate Value Engineering if pricing exceeds budget, collaborating on cost-saving alternatives while meeting the specifications detailed within this RFP.

Regardless of the factors set forth herein, the Port reserves the right to select the best bid pursuant to Section 60.408(b) of the Texas Water Code.

PROPOSAL SELECTION

Negotiations

Port Freeport may award a contract based on initial offers received, without discussion, or may require Respondents to give oral presentations based on their responses.

Port Freeport reserves the right to enter negotiations with the selected Respondent, and if Port Freeport and the selected Respondent cannot negotiate a mutually acceptable contract, Port Freeport may terminate the negotiations and begin negotiations with the next selected Respondent. This process may continue until a contract has been executed or all responses have been rejected.

No Respondent shall have any rights in the subject project or property or against the Port arising from such negotiations.

A comprehensive evaluation shall take place of the potential service provider prior to awarding the contract. This comprehensive evaluation may include, but not limited to, financial stability, reputation, legal issues, and overall risk.

Contract terms and conditions will be negotiated upon selection of the winning Vendor for this RFP. All contractual terms and conditions will be subject to review by Port Freeport and will include scope, budget, schedule, and other necessary items pertaining to the project.

Additional Conditions of Award, If Applicable

As a condition of award, the successful Proposer shall be required to coordinate and work collaboratively with the supplier awarded the separate contract for the platform extension (the “Platform Extension Supplier”).

The Proposer shall provide all necessary generator specifications, technical data, drawings, and related documentation to the Port and the Platform Extension Supplier in a timely manner to support design integration.

The Proposer shall actively participate in coordination efforts, including but not limited to design meetings, review of submittals, and resolution of interface requirements, to ensure compatibility between the generator and the platform extension.

The Proposer shall be responsible for communicating directly with the Platform Extension Supplier, as directed by the Port, to finalize design drawings and ensure proper integration of all components.

The Proposer's scope shall include cooperation in the review, coordination, and finalization of installation details to ensure a complete and functional installation. Failure to comply with these coordination requirements may be considered a material breach of contract.

QUALIFICATIONS

Business Requirements

The contractor shall have at least 3 years' experience with design and installation of generators in commercial establishments.

Safety

The successful contractor shall be responsible for providing all applicable personal protective equipment (PPE).

The successful contractor shall follow all applicable OSHA and NFPA standards as required by local, state, and federal requirements.

It is preferred that the successful contractor shall have a 2025 OSHA recordable less than 5.0.

The successful contractor shall follow all Port Freeport safety guidelines.

Security

All members of the installation crew and any representative of the successful contractor working on site at Port Freeport shall have a current Transportation Worker Identification Credential (TWIC).

The successful contractor shall follow all Port Freeport security guidelines.

EQUIPMENT INSTALLATION

Completion

Installation shall be deemed substantially complete when all the following conditions have been satisfied:

- The work has successfully passed visual inspection by Port Freeport.
- All devices affected by the work are fully accessible on the Port network and perform as expected.
- All results have been reviewed and accepted by Port IT if online/Bluetooth services are available.
- All required documentation has been submitted to Port Freeport and has been determined to be complete and acceptable.
- Where applicable, all outstanding punch-list items have been satisfactorily completed.
- Installation and Mechanical Completion (All equipment has been installed, aligned, anchored, and interconnected in full compliance with spec requirements. Utility connections have been completed, pressure/leak tested, and verified)
- Commissioning, Startup, and Integration (all pre-start checks, initial startup, control integration, calibration of protective devices/relays, and verification of all sequences, interlocks, alarms, monitoring/SCADA interfaces, and automatic operation modes have been validated)
- Testing and Performance Verification (Site Acceptance Testing)
- Reliability Demonstration (continuous reliability test for 24 to 72 hours with no failures)
- Operational Readiness (fully operational and capable of performing its intended function)
- All training is completed.

Equipment

The equipment identified in this specification represents the minimum requirements for the project. The Contractor shall review the project documents, site conditions, and manufacturer's recommendations in their entirety and shall furnish and install all additional accessories, hardware, and ancillary materials necessary to provide a complete, code-compliant installation that fully conforms to the manufacturer's requirements, satisfies all applicable federal codes, state codes, local codes and Port standards, and results in a fully functional and operational system.

In the event of supply chain constraints that prevent procurement of the specified products, the Contractor may propose equivalent substitutions from established manufacturers. Any substitute must meet or exceed the technical specifications, performance criteria, and quality standards of the product identified in this document. All proposed substitutions shall be documented in detail in Attachment 1 – Deviations and are subject to review and approval by the Port.

The equipment list provided in this specification is not exhaustive and is furnished solely to establish the minimum capabilities and performance criteria required for the project. The Contractor is expected to possess comprehensive expertise regarding the specified products—including their full range of features, technical capabilities, and proper installation methods—and shall be responsible for ensuring that the proposed solution meets or exceeds all functional, technical, and operational requirements of the Port.

QUALITY CONTROL

Standards & Regulatory Requirements

The Vendor shall be responsible for meeting all applicable local, state, and federal codes.

The Vendor and its agents, employees, contractors, and representatives shall comply with all Port safety and security policies in effect or as levied from time to time by Port Freeport. Should any of these parties cause the Port to be levied a fine due to act or omission, physically or verbally, of agents, employees, contractors or invitees, the Vendor shall be responsible for such fine plus an administration fee.

When required, the Vendor shall be responsible for providing all applicable personal protective equipment (PPE).

The Vendor shall follow all applicable OSHA and NFPA standards as required by local, state, and federal rules and regulations.

All installation work shall meet or exceed, but not limited to, the following codes, standards, and manufacturer requirements:

- 2023 NEC (NFPA 70) Electrical Code, including Article 250 for grounding.
- NFPA 110
- NFPA 37
- 2018 ICC (Building, Fire, and Mechanical)
- TIA-568.1-E, TIA-568.2-E, TIA-568.3-E and TIA-569-E for cable installation, termination, and testing.
- TIA-607-C and NEC Article 250 for telecommunications grounding and bonding.
- IEEE 802.3 for Ethernet performance (1000Base-T support).
- NFPA 70E (2024) for electrical safety.
- All hot-dipped galvanized conduit and hardware shall comply with ASTM A153/A153M for zinc coating thickness and adhesion, suitable for marine environments.
- NEMA 250-2020 for outdoor enclosures (NEMA 4X).
- Applicable state and local codes.

Proposals will be evaluated on the extent to which the Contractor demonstrates comprehensive licensing, certification, and regulatory compliance for the supplied generator and associated installation services.

Evaluation will also consider the Contractor's ability to secure and maintain all required federal, state, and local permits, including coordination with the Authority Having Jurisdiction (AHJ), and to ensure that installation is performed by properly licensed and insured personnel. Additional consideration will be

given to demonstrated compliance with environmental regulations (e.g., EPA emissions standards) and, where applicable, marine requirements such as USCG and ABS certifications, as well as the completeness of documentation provided, including commissioning reports, inspection approvals, and manufacturer certifications.

Drawings

The contractor shall provide as-built drawings and a system inventory spreadsheet with equipment details (make, model, serial, warranty).

WARRANTY

General Warranty Requirements

The Contractor shall warrant that the installed solution meets or exceeds the functional and performance requirements specified in the Request for Proposal (RFP) for the duration of the warranty period. At minimum, the Vendor shall warrant all equipment, installation and ancillary equipment against defects in materials, workmanship, and performance for one (1) year from the date of final commissioning and acceptance by Port Freeport.

If applicable, the warranty visit shall encompass:

- Full repair or replacement of defective components at no additional cost to Port Freeport.
- Labor and travel expenses are associated with warranty-related repairs or replacements.

The Contractor shall provide a dedicated point of contact for maintenance-related inquiries and issue escalation. The proposal shall specify whether support is available 24/7 or limited to business hours, with clear escalation procedures for after-hours emergencies.

For critical issues, the Contractor shall provide on-site support within twenty-four (24) hours of issue notification. Non-critical issues shall be addressed within three (3) business days of notification, with resolution completed within five (5) business days. With Port Freeport's approval, additional time may be requested in the event a supply chain issues causes a delay more than five (5) business days.

A dedicated point of contact and technical support hotline shall be provided for warranty-related inquiries and issue reporting.

The Contractor shall provide detailed warranty documentation, including terms, conditions, and procedures for submitting claims, as part of the project deliverables.

Replacement parts must be new, sourced from the original manufacturer, compliant with original equipment manufacturer (OEM) specifications, and fully compatible with the existing system.

The Vendor shall maintain adequate insurance coverage, including general liability and professional liability, to cover potential damages arising from maintenance activities. The agreement shall specify the Vendor's liability for system downtime or data loss caused by maintenance errors.

The Vendor shall disclose any subcontracting arrangements and ensure that all personnel performing maintenance are qualified and trained in the relevant technologies.

ATTACHMENT 1: DEVIATIONS

DESCRIPTION OF DEVIATION	REASON/RECOMMENDED REPLACEMENT

PRINT NAME

DATE

SIGNATURE

ATTACHMENT 2: PROPOSAL SUMMARY

QUESTION	ANSWER
What is the company name?	
Who is the main contact?	
What is the contact's phone number?	
What is the contact's email address?	
How many years of experience does your firm have with emergency mass notification systems, critical communication solutions, datacom and networking systems?	
How many individuals on the installation team have completed the Alertus Technical Training Session?	
Does all individuals on the installation crew have their TWIC?	
What is your firm's 2025 OSHA recordable score?	
If awarded, what is the projected start date?	
If awarded, what is the projected completion date?	

Title 2 —Federal Financial Assistance

Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II —Office of Management and Budget Guidance

Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (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 or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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 the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]