



**MOTIVA SECURITY REQUIREMENTS
FOR PURCHASE OF GOODS AND SERVICES AGREEMENTS**

A. Drugs, Alcohol, and Firearms

- i. The COMPANY's policy on illegal drugs, alcohol, and firearms, as it relates to contractors, is set forth below. CONTRACTOR agrees to communicate such policy to CONTRACTOR Personnel and agrees to cooperate with COMPANY in implementing such policy on the jobsite(s) covered by this Contract.
- ii. The use, possession, transportation, promotion, or sale of illegal drugs or drug paraphernalia, and/or otherwise legal but illicitly used substances by anyone while on COMPANY's Premises is absolutely prohibited. Except where specifically authorized, the use, possession, or transportation of alcoholic beverages, firearms, live ammunition, explosives, or weapons is also prohibited. CONTRACTOR Personnel who are found in violation of these prohibitions will not be allowed on COMPANY's Premises and may be referred to law enforcement agencies for their action.
- iii. The term "COMPANY's Premises" in this Contract is used in the broadest sense and includes all land, property, buildings, structures, installations, boats, planes, helicopters, cars, trucks, and all other means of conveyance owned by or leased to COMPANY or otherwise being utilized in COMPANY's business.
- iv. The CONTRACTOR agrees that entry onto COMPANY's Premises constitutes consent to and recognition of the right of COMPANY and its authorized representatives to search the person, vehicle, and other property of individuals while on COMPANY's Premises. Such searches may be initiated by COMPANY without prior announcement and will be conducted at such times and locations as deemed appropriate. CONTRACTOR Personnel who refuse to cooperate with searches will not be allowed on COMPANY's Premises.
- v. CONTRACTOR is required to take whatever steps it deems necessary (including adopting its own drug control program, if necessary) to ensure that involvement with drugs on the part of CONTRACTOR Personnel working on COMPANY's Premises or with COMPANY's personnel does not create a presence of drug-related problems in the work place. CONTRACTOR may conduct contraband searches and drug testing of CONTRACTOR Personnel on COMPANY's Premises in areas where CONTRACTOR is performing work. CONTRACTOR shall notify and obtain approval of COMPANY's location management prior to conducting such searches or testing.
- vi. Based on the definitional criteria below, if all or part of the Services under this Contract are considered safety/environmentally sensitive, in addition to standard requirements in Sections (i) through (v), CONTRACTOR should have a complete substance abuse policy in place and functioning. CONTRACTOR's policy should support COMPANY's objective to ensure CONTRACTOR Personnel, working on COMPANY's Premises or with COMPANY's personnel, do not create a presence of substance abuse in the



workplace.

- vii. CONTRACTOR agrees that a safety/environmentally sensitive contractor is any contractor and/or its subcontractors that provide one or more individuals to perform Services for COMPANY with job responsibility that meets these criteria: (i) requires exercise of independent action and results in direct and immediate irreversible effects; and (ii) creates substantial risk of serious physical injury to fellow employees or the general public, or significant environmental damage.
- viii. If CONTRACTOR meets the requirements of a safety/environmentally sensitive contractor based on the above criteria, CONTRACTOR must have a comprehensive substance abuse policy and practices that include these minimum elements: (i) substance abuse prohibitions; (ii) employee notification of its policy and practices; and (iii) substance abuse deterrence and detection. These elements shall include drug and alcohol testing as described this Section; appropriate rehabilitation and ensured fitness for duty before permitting employees with identified substance abuse problems to return to work on COMPANY's Premises, and searches.
- ix. Specifically, CONTRACTOR must perform testing with regard to all applicants, employees, and their supervisors who do safety/environmentally sensitive work, utilizing the following minimum standards: (i) Testing Reasons, including pre- employment drug testing, for cause drug and alcohol testing, post rehabilitation/follow up drug and alcohol testing for the time period deemed appropriate by CONTRACTOR, and random drug and alcohol testing at a rate selected by CONTRACTOR unless COMPANY determines a different rate is required; (ii) Drug Testing, which must at least test for the drugs, cut-off levels, and methods no less stringent than those prescribed by the US Department of Transportation ("DOT"), CONTRACTOR is responsible for compliance with existing DOT drug panel testing levels in accordance with 49 CFR Part 40 or other applicable DOT regulation; and (iii) CONTRACTOR must test for alcohol abuse with no higher than 0.05 percent Blood Alcohol Content being considered "positive".
- x. With respect to this Section 2, upon COMPANY's request, CONTRACTOR shall provide COMPANY with the following information in writing: (i) assurance that CONTRACTOR's policy and practices are consistent with the minimum requirements contained herein; and (ii) any records COMPANY may wish to review to ensure adherence to the practices of the stated CONTRACTOR policy.

B. Security

- (i) CONTRACTOR shall conduct operations in full compliance with all applicable federal, state and local laws and government regulations related to security, as well as COMPANY, facility and site security policies and procedures as applicable.
- (ii) CONTRACTOR shall manage and safeguard COMPANY sensitive information, whether written, electronic or oral, in accordance with COMPANY policy as well as applicable local, state and federal laws or

regulations.

- (iii) Where regulated by 33 CFR Parts 101-106, Marine Security, 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards (CFATS), 49 CFR Part 1520 (Protection of Sensitive Information) or other applicable federal regulations, CONTRACTOR shall ensure Controlled Unclassified Information (CUI) in any form, including but not limited to Sensitive Security Information (SSI) and or Chemical-security Vulnerability Information (CVI) is created, catalogued, transmitted, stored, and destroyed in accordance with 49 CFR, 6 CFR, or other federal orders or regulations as appropriate. Where CONTRACTOR is in possession of COMPANY- related CUI data or information, CONTRACTOR shall not release such information in any form to any person, organization or government entity without the prior approval of the Facility Security Officer (FSO), Site Security Officer (SSO) or Motiva Corporate Security (CS).
- (iv) Where requested, CONTRACTOR agrees to submit the names and necessary personal identifying data (PID) to the facility and/or directly to the Department of Homeland Security (DHS) for screening against the Terrorist Screening Data Base (TSDB) or other background check as may be required. Such information shall, upon request of the COMPANY, be provided in advance of CONTRACTOR assigning CONTRACTOR Personnel to the facility, work location, Worksite or project.
- (v) CONTRACTOR shall report security incidents including, but not limited to, crimes, threats, breaches of security and other irregularities to the Facility/Site Security Officer (FSO/SSO), or other designated COMPANY personnel/management. CONTRACTOR and CONTRACTOR Personnel shall provide full cooperation with COMPANY representatives and law enforcement officials in the investigation of crimes or security incidents.
- (vi) Where regulated by 33 CFR Parts 101-106, Marine Security, 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards (CFATS), DOT 49 CFR 172.704 or other applicable federal security-related regulations, CONTRACTOR shall, upon request of COMPANY, ensure that security awareness training required by applicable regulations is provided to CONTRACTOR Personnel prior to assignment to COMPANY premises.
- (vii) CONTRACTOR shall ensure all CONTRACTOR Personnel, including independent and third party drivers, carriers, etc. are informed in advance of assignment to COMPANY premises of the COMPANY's policies regarding prohibited items and that all persons, vehicles and/or baggage (PVB) are subject to inspection or search at any time while entering, upon, or departing COMPANY premises.



Exhibit 1
Personnel Surety Program / CONTRACTOR Employee Background Screening

Background Screening: An inquiry into the history and behaviors of an individual under consideration for assignment to Company premises.

Conviction: A judicial finding by a local, state or federal jurisdiction that a person is guilty of a crime; the state of having been proved guilty of an offense.

Criminal Records: Official records related to a criminal case. A crime is an act or omission of an act that is prosecuted in a local, state, or federal court by a government prosecutor and punishable by confinement, fine, restitution, forfeiture of certain civil rights, and/or a combination of the foregoing.

Deferred Adjudication: A plea bargain agreement between a defendant and a Criminal Court in which formal judgment is withheld or "deferred" pending the outcome of the probation period. If an individual is given deferred adjudication and he or she successfully completes the probation and conditions assigned by the court, the charges are dismissed. Deferred adjudication is not a final finding of guilt nor is it a final conviction.

Employment Verification: The process of contacting a person's past employers to confirm dates of employment, title, salary, and eligibility for rehire.

Felony: A serious crime usually punishable by imprisonment for more than one year or extensive fine.

Hazardous Materials Endorsement (HME): An endorsement issued by TSA for vehicle operators holding a state-issued commercial driver's licenses who are authorized to transport hazardous materials requiring vehicle placards under DOT regulations. The issue of a HME requires the individual to undergo a successful background investigation by TSA prior to issue.

Misdemeanor: A crime that is less serious than a felony and usually punishable by fine, penalty, forfeiture or confinement (usually for a brief term) in place other than a prison (such as a county jail).

Negligent Hiring: The failure to use reasonable care in the employee selection process resulting in harm to others. Employers have a legal duty not to hire persons who could pose a threat of harm to other persons or property.

Nolo Contendere or "No Contest": A plea available in certain jurisdictions in which a party declines to contest a charge without formally admitting guilt.

Security Sensitive Positions: A position within the company that allows access to and management of Most Confidential information which incorporates issues such as business strategy, company litigation, or would have a significant financial impact to the



company. Examples of this include senior consultants to Motiva executives, special investigators, etc.

Transportation Worker Identification Credential (TWIC): A tamper resistant biometric-based identification card issued by the Transportation Security Administration (TSA) for all persons requiring unescorted access to secured and restricted areas of MTSA regulated facilities. The issue of a TWIC card requires the individual to undergo a successful background investigation by TSA prior to issue.

CONTRACTOR RESPONSIBILITIES

Contractor firms shall be solely responsible for the performance of pre-assignment and recurring background screening for persons planned or scheduled for assignment to Company premises. All Contractor firms shall ensure this requirement is extended to Subcontractors, including consultants that Contractor firms may elect to use.

Contractor firms are expected to employ commonly accepted industry practices and exercise good judgment in qualifying and assigning his or her personnel to Company premises, jobsites or projects. Contractor shall ensure background screening is relevant to the work for which the worker is being considered and shall be responsible for determining the eligibility and suitability of persons considered for assignment to Company premises, job sites or projects. Contractors shall assign only its personnel who meet these requirements.

Pre-assignment and recurring background screening shall be required of those Contractor workers who have access to:

- Company premises for the purpose of providing work or service(s) within secured or restricted areas;
- Company assets including, but not limited to, cash, credit cards, negotiable instruments, high value or business critical equipment or property;
- Company proprietary and/or sensitive information of any kind, whether on or off Company premises, including but not limited to Human Resources information, financial data, procurement records, Security Sensitive Information (SSI), Chemical-Terrorism Vulnerability Information (CVI), and/or Protected Critical Infrastructure Information (PCII).
- Security systems design and/or operating information, whether on or off Company premises, for the purpose of project planning, design, operation, installation, removal, modification, evaluation, testing or maintenance of security systems, devices, and/or hardware.
- Design, project engineering, maintenance or operating data and information related to critical infrastructure facilities, control or operating systems, and operating units, whether on or off Company premises.
- Company computer, data, SCADA and/or other electronic information systems, including hardware and software, whether on or off Company premises.

Pre-assignment background screening for Contractors shall be considered acceptable if:

- a successful background or update was completed by the Contractor, or



Subcontractor, within the twenty-four (24) months immediately preceding assignment of the individual to Company premises, or

- the individual contract worker is classified as a Level 1 risk and possesses a valid Transportation Worker Identification Credential (TWIC) or a valid commercial driver's license (CDL) with Hazardous Materials Endorsement (HME).

Except for those Contractor workers who possess a valid TWIC or CDL with HME endorsement, background screening shall be completed on Contractor workers at intervals not to exceed twenty-four months following completion of the initial pre-assignment background. Backgrounds for Contractor workers holding a TWIC or CDL with HME endorsement shall be updated as required by the US Government or may, at the option of the Contractor, be placed on a 24-month update cycles to coincide with Contractor's workers who do not possess a TWIC or CDL with HME endorsement.

PROCEDURE

Contractors providing work or services to the Company shall:

- Have a written policy and procedures for the conduct of background screening
- Conduct screening and verify worker's backgrounds in accordance with the applicable state and federal laws
- Use a reliable, vetted and properly qualified background screener
- Ensure the privacy of workers as required by law
- Complete background screening check prior to assignment
- Perform routine scheduled background updates to ensure the integrity of the workers
- Inform the Company immediately if a contract workers TWIC or CDL with HME endorsement is suspended or revoked, or the worker otherwise no longer meets Company's background screening criteria; and
- Retain background screening records for a minimum of 5 years following termination of the worker's assignment to Company premises and/or expiration or termination of the contract

Contractors shall conduct background checks in accordance with the following:

A. Level 1 Background – General Worker Position

- 7-Year Criminal Conviction History (county, state, parish and federal records). Contractor shall disqualify his or her worker(s) from assignment to Company premises, jobsites or projects if the individual(s) possesses a criminal history that would, in the opinion of the Contractor, indicate his or her assignment could place the Company's personnel, assets, information or reputation at risk.

Examples of criminal offenses which may disqualify the individual based on the circumstances, nature and length of time since the conviction occurred include, but are not limited to, the following:

- Fraud, Dishonesty or Breach of Trust if the job or position requires the contract worker be entrusted with, or have access to, the Company's



assets (cash, credit cards, negotiable instruments, proprietary or sensitive information, or valuable equipment or property).

- Violent crimes, including sexual related offenses, if the assignment could potentially create an “at risk” situation to Company employees, contract personnel, visitors or the public.
 - Terrorism, Espionage, or Sedition.
 - Unlawful possession, use, sale, distribution or manufacture of an explosive device, firearm, or other illegal weapon.
 - Unlawful sale, distribution or manufacture of an illegal drug, controlled substance or drug paraphernalia.
 - Deferred Adjudication, No Contest pleas, and related Attempts and/or Conspiracy to Commit the offenses identified above.
- Where required by regulation, check of name against specified Terrorist Watch List(s).
 - Verification of Social Security Number.
 - Verification of Immigration Status, including valid I-9 Form where applicable. Note the Company expressly prohibits any Contractor from employing any person on Companies premises who does not have valid authorization to work in the United States.
 - Driving History (Where permitted by law and if Contractor is required to operate a motor vehicle on Company premises; does not include those persons that operate heavy equipment such as switch engines, forklifts, cranes, etc.).

Contract workers possessing a current valid TWIC or a CDL with HME endorsement shall be considered to have satisfactorily completed a Level 1 background. No further background checks shall be required by the Company unless additional checks are deemed necessary as a result of a Security Risk Assessment (SRA) or when deemed appropriate by Business Unit or facility management.

The Company reserves the right to change the background check requirements specified within each risk level at any time, and will ensure any such changes, if made, are communicated in writing to Contractor in a timely manner.

B. Pre-Level 2 Background – Professional and Consulting Positions

Those checks performed for a Level 1 background screen plus:

- Verification of job-related Credentials (degrees, technical training, licenses, certifications)
- Verification of prior employment (previous 7 years)
- Personal reference checks (minimum of 3)
- Current Credit/Financial History (if directly related to the job or position)



C. Level 3 Background – Security Sensitive Positions

Those checks performed for a Level 1 and 2 background screens plus:

- Civil Litigation (county, state and federal)
- Verification of military service for those individuals reporting service in the US armed forces
- Job Skills and/or Psychological Testing as warranted

Assignment Waivers for individual contract workers who fail to meet the background screening requirements may be granted by the Company under special circumstances.

Request for Assignment Waivers shall be submitted to the appropriate Company manager and only with the prior written approval of the individual Contractor worker for whom the waiver is being requested. Request for waivers shall be made by the Contractor on the prescribed form (See **Attachment 2**) and shall include the following information:

- Name of individual for whom waiver is requested,
- Date and description of disqualifying offense,
- Adjudication status,
- Reason waiver is being requested and description of services to be provided,
- Statement there is no alternative to assignment of the individual,
- Effective dates for which the waiver is approved,
- Actions Contractor will take to ensure appropriate supervision of the individual,
- Date and signature of the individual for whom the waiver is requested attesting that the information provided in the waiver is true and correct.

Requests for Assignment Waivers shall be approved by the appropriate Facility, Site or Project leadership in writing and endorsed by his or her immediate supervisor in writing. Waivers shall be granted for a period not to exceed 6 Months and may be renewed for upon approval of the Facility or Site Manager.

Assignment Waivers shall not be granted as a matter of routine. Rather, waivers may be approved only in exigent or emergency circumstances or in the event there is no alternative to obtaining the required skill or service(s) available necessary to complete the required work or service.

As an alternative to requiring a background screen or Assignment Waiver, facilities/sites may provide a “side-by-side” escort of non-cleared Contractor workers assigned to perform short-term work or services on Company premises. Escort(s) shall be approved by the facility, jobsite or project leadership, in concert with the site security supervisor/manager where assigned, with the following provisions:



- Escorts must remain in the immediate vicinity of, and provide continual observation of, non-cleared workers at all times such that the escort can immediately intervene if the individual being escorted attempts to enter unauthorized areas or perform unauthorized activities.
- Escorts may be either a Company employee or a Contractor supervisor who has completed a successful background screen in accordance with these requirements.

AUDIT AND REVIEWS

By assigning Contractor's workers to Company premises, jobsites or projects the Contractor firm attests that the Contractor has completed a satisfactory background check on the worker being assigned. No additional attestation will be required of Contractors.

However, the Company reserves the right to audit Contractor's background screening program at any time, whether announced or unannounced. The Contractor shall, upon request; permit an authorized Company representative to audit Contractor's records to validate Contractor is in compliance with these requirements. Note the Company will not request, and should not be furnished, the detailed results of background checks on Contractor's workers.

Contractors shall ensure this audit requirement is extended to Subcontractors or consultants they may employ on Company premises or in furtherance of Company projects.

NON-COMPLIANCE

Any Contractor or Subcontractor firm that knowingly and/or intentionally falsifies or reports information or incorrect background status on a contract worker assigned to and/or working on Motiva premises or projects shall immediately remove the worker in question from the premises or project. Subsequently, the Contractor firm shall be dismissed from the job and permanently barred from conducting further business with the Company.

Any Contractor firm that, while acting in good faith, errs in reporting the correct background status of a contract employee working on Company premises shall, as soon as practicable upon discovery of the error, notify the appropriate Motiva representative of the employee's correct status. The Contractor shall then take immediate steps to remove the individual from Company premises and replace the person with a qualified individual. If warranted, the Contractor may subsequently submit a Request for Assignment Waiver to the Company if the individual's skills or labor are essential to completion of the work, service, or assignment.

Questions

Questions should be directed to Andy Thompson, Security Manager, Motiva Enterprises LLC, Houston, TX 1 (713) 308-8382.



ATTACHMENTS

- 1 – Schedule of Contractor Firms Exempted from Requirement
- 2 – Request for Assignment Waiver



ATTACHMENT 1

Contractor Worker Background Required	Contractor Worker Backgrounds Not Required
Abrasive Blasters	Attorney, Paralegals and outside legal services
Administrative / Secretarial / Clerical	Building maintenance services when Motiva is not the owner or operator
Aviation / Aircraft Pilots	Catering Services unless performed on-site
Cafeteria/Food Service (except Catering Services)	Compressor service/repair
Construction	Crane or heavy equipment service/repair
Demolition	Delivery (USPS, Fed EX, UPS, laundry, vending, etc)
Dock Operators	Electronic equipment repair/service (copiers, etc)
Emergency Response	Elevator service/repair
Environmental Remediation	Fire Extinguisher service/repair
Excavation activities	Government officials of federal, state, parish, county, or local government agencies
Fire Protection Systems Installation / Maintenance	HVAC service/repair
Heavy Equipment Operations	Landscaping, mowing, weed abatement IF service is provided outside facility perimeter or in a public area
Inspection Service / Marine chemists	Locksmith, unless under exclusive contract
Janitorial Services	Medical personnel including Doctors, Physicians Assistants, RN and LVNs
Landscaping / Mowing / Weed abatement, when Contractor has access inside the perimeter or to secured or restricted areas.	Overhead or Personnel Door Services
Maintenance, including but not limited to, rail, tank farms, operating units, pipelines/right-of-ways, loading/product racks, buildings, fencing, etc.	Plumbing

Meter Proving service / repair	External Railroad and railcar maintenance crews – (external to company contractor force)
Nitrogen Purging	Sample pick-up/off-site testing
Painting	Telephone service/repair
Personnel transportation services (bus, taxi, etc) if under direct contract to the Company	Transportation services (bus, taxi, etc) unless under direct and recurring contract or hire by the Company
Professional services including but not limited to consulting, engineering, drafting, HR, financial, IT, procurement, medical, event mgmt, etc.	Trash/Debris pick-up and removal
Records storage services	Utility Companies – (external to company contractor force)
Security equipment installer/maintenance	Valve and pump service/repair (if done off-site and on pipeline right of ways)
Security guard personnel	
Service Technicians	
Tank Cleaning	
Temporary Labor (Temps)	
Vacuum Truck Services	
Valve and pump service/repair (if done on site)	
Welders	



ATTACHMENT 2
 REQUEST FOR ASSIGNMENT WAIVER
 Section I
Completed by Individual Contractor Worker

Name of individual for whom waiver is requested: _____

Current Address: _____
Street *City* *State* *ZIP Code*

Employer Name: _____ Job Title: _____

Date, Location & Description of Disqualifying Offense(s): _____

Date and Nature of Adjudication (i.e. conviction and sentence, no contest, deferred adjudication, etc):

Have you ever been barred from any Motiva Facility in the US? YES NO

If yes, provide date(s) and explanation of reason: _____

This request for a waiver, and the information herein, is submitted voluntarily with my full knowledge and consent. I understand I may be requested to provide additional personal identifying information, such as date of birth, if required.

I hereby attest the information have provided herein is true and correct to the best of my knowledge.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Witness: _____

CONFIDENTIAL WHEN COMPLETED



REQUEST FOR ASSIGNMENT WAIVER

Section II

Completed by Contractor Firm

Name of Person for Whom Waiver is Requested: _____

Name of Contractor Representative Requesting Waiver: _____

Company Name: _____ Job Title: _____

Phone: _____ Email: _____

Period for Which Waiver is Requested: _____

Reason for Waiver Request (include description of services to be provided by the individual, availability of alternate personnel to provide services, etc): _____

Additional Security Measures and actions that will ensure the appropriate supervision of the individual: _____

I, the undersigned, hereby attest this waiver is submitted voluntarily with the full knowledge and approval of the individual named above. The information provided is true and correct to the best of my knowledge. I also understand the Company reserves the right to rescind this waiver at any time, with or without cause, and that this waiver.

Signature: _____ Date: _____

For Company Use Only:			
This Waiver is:	Approved	Disapproved	Dates Valid: _____
Signed:	_____ Title: _____		

CONFIDENTIAL WHEN COMPLETED

