

## **Port of Texas City Security Council, Inc.**

### **Request for Proposal: CY2018 FSO Training**

#### **Introduction.**

The Port of Texas City Security Council, Inc. (the Council) is seeking price proposals from contractors to conduct a classroom based MTSA Facility Security Officer (FSO) course for up to 12 students in Texas City, TX.

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 fifteen businesses that conduct operations in or near the Port of Texas City. Eleven 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.

#### **Scope of Requested Services and Submittal Requirements.**

##### **FSO Training**

The contractor will conduct a classroom based MTSA Facility Security Officer (FSO) course for up to 12 students in Texas City, TX. The contractor's course must be at least 2 days in length and must be currently U.S. Coast Guard approved. The course attendees will primarily be personnel with security duties at Port of Texas City facilities. The PTCSC prefers to hold the FSO course during one of the following time periods: July 30 – August 3, August 6 – 10, or August 13 -17. The Council will make arrangements for and provide the classroom space and will work with the successful contractor to set the specific dates of the course. The contractor's proposal must include:

1. A cover letter with the RFP subject, the name of the contractor and payment information, the name of and information for the contractor's contact person, the names of the persons who will be authorized to commit the contractor to an agreement with the Council for the specified services and a statement that the contractor's proposal price will remain fixed through August 31, 2018. The cover letter must state that the contractor, at its sole cost and expense, and in its name, shall meet all applicable Federal Government Grant Compliance Requirements in Attachment A.
2. A price proposal that consists of a fixed price for the FSO training. If travel costs are separate from the overall proposal price, please include the travel costs to be charged.

The estimated number of hours and days of FSO training must be included in the proposal price.

3. Whether the contractor is available to conduct the FSO course during one or more of the Council's preferred time periods (if so, please list the specific dates that the contractor is available). If the contractor is not available to conduct the FSO course on any of the Council's preferred time periods please list what dates the contractor is available in August and September 2018.

4. What, if any, student materials are included in the price proposal and any FSO related refresher training that is available for course participants from the contractor after the course (include any costs of the follow-up training). Also, if the PTCSC is obligated to provide any materials for the classroom (besides the classroom space).

5. At least two references from clients where the contractor has conducted FSO training in the past two years (if the contractor has conducted FSO training for the Council in the past only one reference is needed).

#### **Miscellaneous proposal-related administrative matters.**

#### **Payment**

Payment for the FSO course will be 100% within 30 days after the class convening date. All payments are subject to timely invoicing by the contractor.

#### **Proposal submission process:**

The proposal should be submitted electronically to the Council's FSO and AFSSO at [jwhitehead@ptcsc.org](mailto:jwhitehead@ptcsc.org) and [bflisowski@ptcsc.org](mailto:bflisowski@ptcsc.org).

#### **Due date:**

Proposals are due by 1:00 pm (CST) by Monday, July 9, 2018.

#### **Questions and clarifications.**

The Council will accept questions about this RFQ and about any matter related to the scope of work through 3:00 pm on Thursday, July 5, 2018. Questions must be sent by e-mail to: [jwhitehead@ptcsc.org](mailto:jwhitehead@ptcsc.org) and [bflisowski@ptcsc.org](mailto:bflisowski@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. They will also be posted on the Council's website ([www.ptcsc.org](http://www.ptcsc.org)) under the "Procurement Opportunities" section.

#### **Anticipated selection schedule.**

The Council anticipates making a selection decision and contacting the selected contractor no later than July 11, 2018. All contractors who submitted proposals will be contacted regardless of selection.

Selection criteria.

The selection of a firm will be based on the following criteria:

1. Understanding of and approach to the services to be performed and agreement with the Federal Government Grant Compliance Requirements in Attachment B;
2. Qualifications and expertise of the contractor's key personnel;
3. Availability to conduct course on Council's preferred dates;
4. Experience with providing USCG approved FSO training.

## **Attachment A**

### **Port Security Grant Program Compliance Requirements**

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

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

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

**Equal Employment Opportunity:** Contractor agrees to comply with the regulations contained in 41 CFR Part 60-1.4(b) in accordance with Executive Order 11246 “Equal Employment Opportunity” as amended by Executive Order 11375 “Amending Executive Order 11246 relating to Equal Employment Opportunity” and implementing regulations at 41 CFR Part 60 “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7):** For all construction contracts (as defined in 29 CFR 5.2), the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations

(29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Contractor expressly acknowledges that the award of this contract is conditioned upon the acceptance of the current prevailing wage determination issued by the Department of Labor.

**Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c):** The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled.

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

**Rights to Inventions:** The Contractor agrees that any contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Council in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by Department of Homeland Security.

**Clean Air Act And Federal Water Pollution Control Act:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Texas Commission on Environmental Quality, the regional office of the Environmental Protection Agency and/or the United States Coast Guard, as appropriate. The Council

shall also be notified of all violations but notifying the Council does not relieve the Contractor of its obligation to make the appropriate agency notifications.

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

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

**Byrd Anti-Lobbying Amendment:** Contractor certifies that it, and all of its sub-Contractors, will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall further disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosure shall be forwarded to the Council.

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

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