

Port of Texas City Security Council, Inc.

Request for Proposal: CY2019 Security Exercise & FSO Training

Introduction.

The Port of Texas City Security Council, Inc. is seeking a contractor or contractors to assist the Council in complying with its 2019 annual Facility Security Plan (FSP) security exercise requirements and to conduct a classroom based MTSA Facility Security Officer (FSO) course for up to 15 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.

Security Exercise

Working with the Council's staff, the contractor will lead the effort to plan, conduct and evaluate a discussion-based, table-top type security exercise. The contractor will schedule, plan and lead all exercise-related development meetings, conduct the exercise and prepare an after-action report. The contractor will work with the Council's Security Director and members of a design team appointed by the Council to plan and execute the Council's calendar year 2019 exercise. The exercise will take place on a date to be determined by the Council and the selected contractor but no later than August 1, 2019. We anticipate that approximately 40 to 50 individuals will participate in the exercise.¹ The Council will acquire the facility space for the exercise and will furnish refreshments to exercise attendees. The contractor will be responsible for preparation and reproduction of materials for exercise participants.

The contractor will follow the Homeland Security Exercise and Evaluation Program in designing, conducting and evaluating the exercise. The contractor will develop and conduct exercise briefings, facilitate the exercise (which should last no longer than four to five hours) and conduct and take notes during the exercise critique. The contractor will facilitate two planning meetings (initial and final) and the design and development

¹ Participants will be facility security officers from the various Maritime Transportation Security Act (MTSA)-regulated facilities in the port and Federal, state and local agency representatives including officials from the Coast Guard, Texas Parks and Wildlife, the Galveston County Sheriff's Office and the Texas City Police Department and county and city offices of emergency management.

(including development of objectives) of the discussion-based exercise. During the exercise, the contractor will provide a facilitator to guide exercise participants in an informal, classroom setting to discuss their roles in the exercise scenario and their responses to the particular security situation. As part of the post-exercise evaluation process the contractor will prepare an after-action report, including an improvement plan that focuses on the major capabilities exercised and the key observations compiled during the exercise. The report shall also compile a list of lessons learned but need not evaluate whether those should be included in the Department of Homeland Security Lessons Learned Information System.

The contractor shall be responsible for the following deliverables. All dates are calendar year 2019.

Deliverable	Date
Conduct Initial Planning Conference	No later than May 1 st
Conduct Final Planning Conference	No later than July 10 th
Finalize development of exercise package	No later than July 17 th
Conduct exercise	No later than August 1 st
Provide initial AAR	No later than August 15 th
Submit final AAR	No later than August 28 th

FSO Training

The contractor will conduct a classroom based MTSA Facility Security Officer (FSO) course for up to 15 students in Texas City, TX. The contractor’s course must be at least 2 days in length. The course attendees will primarily be personnel with security duties at Port of Texas City facilities. The PTCSC will work with the contractor to set the course dates for May, June or July 2019. The PTCSC will arrange for and provide the classroom space. The contractor’s proposal must include:

1. The number of hours and days of FSO training must be included in the proposal price.
2. Whether the contractor’s FSO course is currently approved by the U.S. Coast Guard.
3. A course outline including the training topics to be covered.
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).

Submittal requirements.

In order to facilitate the review and selection process the Council requests that the proposal be organized in the following format:

1. A cover letter with the RFP subject, the name of the contractor, the contractor's Dun & Bradstreet (DUNS) number, 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 March 1, 2019. The cover letter must state that the contractor, at its sole cost and expense, and in its name, shall meet all applicable Federal Government Grant Compliance Requirements in Attachment B.
2. A proposal of not more than five pages in length that briefly addresses the following items: a brief description of the company including a discussion of its areas of expertise; a summary of the approach the contractor will take to accomplish the requested services; a narrative that explains the firm's knowledge, experience and qualifications in providing exercise design, delivery and evaluation services; the names of persons who will be assigned to the project along with a concise statement of their experience (more detailed resumes may be included in an appendix to the proposal; material in the appendix does not count against the proposal's five-page limitation); and, the firm's familiarity with the Maritime Transportation Security Act and port-related security matters.
3. A price proposal that consists of a price for conducting the discussion-based exercise (based on the notional time estimate set forth in the Scope of Requested Services Section above) and a price/rate sheet that reflects the hourly rates of the individuals who would be involved in providing the services to the Council. If the contractor proposes utilizing any type of video simulator to facilitate the exercise, the price should be listed separately as an option. A fixed price for the FSO training. If travel costs are separate from the overall proposal price, please include the travel costs that will be charged.
4. A separate sheet listing at least two client references that the contractor believes will best assist the Council in assessing the contractor's ability to provide the services requested. The contractor may, but is not required to, use the format in Attachment A when submitting the reference information.

Miscellaneous proposal-related administrative matters.

Payment

Payment for the Security exercise will be 25% after delivery of the final exercise package and 75% after delivery of the final AAR. Payment for the FSO course will be 50% up to 30 days in advance of the class convening date and the remaining 50% 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 AFSO at jwhitehead@ptcsc.org and bflisowski@ptcsc.org. Contractors may submit a proposal for any or both items listed in this RFP.

Due date:

Proposals are due by 9:00 am (CST), Thursday, February 14, 2019.

Questions and clarifications.

The Council will accept questions about this RFP and about any matter related to the scope of work through 3:00 pm on Monday, February 11, 2019. Questions must be sent by e-mail to: 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) under the "Procurement Opportunities" section.

Anticipated selection schedule.

The Council anticipates a selection decision and contacting the selected contractor no later than February 27, 2019. All contractors who submitted proposals will be contacted no later than March 1, 2019.

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;
2. Qualifications and expertise of the contractor's key personnel;
3. Experience in developing and providing exercise design and delivery;
4. Experience with exercise evaluation methodology, including data collection and analysis and improvement planning;
5. Experience in providing U.S. Coast Guard approved FSO training;
6. Familiarity with the MTSA and port security issues.
7. Whether the contractor is registered as a small, minority and/or woman-owned business.

Port of Texas City Security Council, Inc.

Request for Proposal: CY2019 Security Exercise, FSP Audit & FSO Course

Attachment A

Client References

1. **Customer Name:** _____
Business Address: _____
Business Type: _____
Contact Name: _____
Telephone No.: _____
Services Provided: _____

2. **Customer Name:** _____
Business Address: _____
Business Type: _____
Contact Name:, _____
Telephone No.: _____
Services Provided: _____

3. **Customer Name:** _____
Business Address: _____
Business Type: _____
Contact Name: _____
Telephone No.: _____
Services Provided: _____

Attachment B

Port Security Grant Program Compliance Requirements

Since a portion of the funds for this project come from a Port Security Grant Program administered by the Federal Emergency Management Agency of the Department of Homeland Security the following terms and conditions will be incorporated into and form part of the contract between the Port of Texas City Security Council (“the Council”), the recipient of grant funds under the PSGP and 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.