

REQUEST FOR BIDS (RFB) 22-01
For One (1) 2000 Gallon Above Ground Fuel Tank and Installation

Issue Date: May 18, 2022
Pre-Bid Site Tour: May 25, 2022
Pre-Bid Question Deadline: June 1, 2022
Email Questions To: drobbins@cityofpalacios.org
Bid Deadline: 4:00 p.m. on June 15, 2022
City of Palacios
311 Henderson Avenue
P O Box 845
Palacios, Texas 77465
Public Bid Opening: June 15, 2022
Palacios Contact: Tammy McDonald, Finance/HR Manager
Phone: (361) 210-8282, Fax: (361) 972-6555

DESCRIPTION: The City of Palacios is requesting bids for One (1) 2000 Gallon UL 142 double wall tank with internal epoxy coating for aviation fuel mated to a small Self-Serve dispensing platform and Installation at the Palacios Airport. All work will be performed between July 1, 2022 and September 30, 2022.

Bids must be received by the City of Palacios by the exact date and time indicated above. Late bids will not be accepted.

Negotiation of a contract with the lowest, responsive and responsible Bidder is anticipated to occur in June 2022

This Request for Bids (RFB) may be viewed or obtained as follows:

1. To download this RFB, all attachments, and all addenda, access the City of Palacios website at: <http://www.cityofpalacios.com>
2. To view a copy of the RFB, all attachments, and all addenda, visit the following location:

City of Palacios
311 Henderson Avenue
Palacios, TX 77465
(361) 210-8282

Important Note: It is the responsibility of the Bidders to view, obtain or download all addenda issued by the City of Palacios for this RFB.

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SECTION 1- GLOSSARY OF TERMS

- 1) Airport: Palacios Airport.
- 2) Council: The governing body of the City of Palacios.
- 3) Business: An individual, firm, vendor, association, corporation, limited liability company, partnership, joint venture, sole proprietorship, or other legal entity.
- 4) Currency: All monetary references in this document are in US dollars.
- 5) Contractor: The successful awarded bidder of a solicitation, who is legally bound to the contract.
- 6) Form of Agreement or FOA: The contract document for the solicitation.
- 7) Freedom of Information Act (FOIA): Regulates and sets requirements for the disclosure of public records and defines when, how, and what information may be obtained from the Airport Authority by an interested party.
- 8) Holiday: The legal holidays observed by the City of Palacios. (New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day)
- 9) Joint Venture: A partnership or other legal cooperative agreement between two or more persons or entities.
- 10) Nonresponsible Bid: A bid submitted in reply to an RFB issued by the City of Palacios where the bidder does not meet all the minimum qualifications.
- 11) Nonresponsive Bid: A bid submitted in reply to an RFB issued by the City of Palacios, which does not conform to all material requirements of the RFB.
- 12) Notice of Award: Written notification from the City of Palacios to the successful bidder that they have been awarded the contract.
- 13) Notice to Proceed: Written authorization from the City of Palacios to the successful bidder to proceed with the work defined in the contract.
- 14) Partnership: An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for the losses to the extent of his or her personal assets.
- 15) Responsible Bidder: A bidder who is qualified in all respects to fully preform the required services or to provide the required goods and who possesses the integrity, experience, and the reliability necessary for the good faith performance
- 16) Responsive Bidder: A bid timely submitted by a bidder in reply to, and in conformity with all material requirements of a Request for Bids

SECTION 2 – INSTRUCTIONS AND SPECIAL REQUIREMENTS

- 1) PRE-BID INFORMATION AND QUESTIONS: Bidders are advised to review this document in its entirety and to rely only on the contents of this RFB and accompanying documents and any written clarifications or addenda issued by the City of Palacios. The City of Palacios is not responsible for any oral instructions. If a bidder finds a discrepancy, error, or omission in the RFB document, the bidder is requested to promptly notify the City of Palacios contact noted on the cover page of this RFB so that clarification may be sent to all prospective bidders. All questions must be submitted in writing by the pre-bid

question deadline. No contact with other City of Palacios employees, officers or Council Members regarding this document is permitted.

2) SITE TOUR: Is Required and must be attended on the date listed in the RFB.

3) RFB MODIFICATIONS/ADDENDA: Clarifications or modifications may be made to this solicitation at the discretion of the City of Palacios. Any and all Addenda issued by the City of Palacios will be posted as noted on the cover page of this RFB. It is the responsibility of the bidder to obtain from the City of Palacios any issued addenda and to acknowledge the addenda on the bid form. If any changes are made to this solicitation document by any party other than the City of Palacios, the original document in the City of Palacios' files takes precedence.

4) BID DEADLINE/LATE SUBMISSIONS: The bid is due not later than the date and time listed on the Cover Page of this RFB. The City of Palacios does not accept late bids. The deadline date may in some instances change during the solicitation issuance period. If any deadline date for submission changes, such changes will be published in an addendum to this solicitation prior to the deadline date indicated on the cover page of this solicitation.

5) BID SUBMISSION: Failure to submit a signed bid by the deadline will result in disqualification.

A) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Bids (RFB), and the Bidder understands and agrees to abide by each, and all of the stipulations and requirements contained therein.

B) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid.

C) All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder.

D) All documentation submitted with the bid will become the property of the City of Palacios.

E) Bids must be held firm for a minimum of 120 days from the Bid Deadline date of the RFB.

F) Prices provided in the in the Bidder's Bid shall be valid for the entire length of the contract.

6) EXCEPTIONS: Bidder shall clearly identify any proposed deviations from the language in the Request for Bids (including its Form of Agreement & Terms and Conditions). Each exception must be clearly defined and referenced to the proper paragraph in this RFB or its Form of Agreement and Terms and Conditions. The exception shall include, at a minimum the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide

equivalent or better service and performance. If no exceptions are noted in the Bidder's Bid, the City of Palacios will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected. Bids taking exception to material Terms and Conditions (i.e. indemnification, subrogation, insurance requirements, payment requirements, invoicing requirements, ownership of documents, governmental requirements, etc.) will not be considered. The City of Palacios reserves the right to accept or to allow the Bidder to withdraw any or all exceptions.

7) WITHDRAWAL: Bids may only be withdrawn prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.

8) REJECTION OF BIDS: Bids will be rejected for the following reasons:

- A) Bidder's failure to submit all required information of RFB.
- B) Bidder's failure to meet minimum qualifications of RFB.
- C) Bidder is in arrears or in default by the City of Palacios on any contract or debt, or other obligation.

9) CANCELLATION OF RFB: The City of Palacios reserves the right to cancel this solicitation, in whole or in part, as well as reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City Manager (CEO) or his/her designee that the best interest of the City of Palacios will be served by so doing. If the solicitation is cancelled or all bids are rejected by the City of Palacios, a notice will be posted on the city's website.

10) BID SIGNATURES: Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Palacios if the Bidder is determined to be the lowest responsive and responsible Bidder. Properly authenticated electronic signatures are acceptable and shall be treated the same as if the signee had put paper to pen.

11) CONTRACT AWARD AND CONTRACT EXECUTION: The City of Palacios reserves the right to award by item, group of items, or total proposed items and to reward more than one contract at its sole discretion, to the lowest Responsive and Responsible Bidder, or Bidders.

All contract recommendations must be approved by the City of Palacios City Council. The Bidder(s) to whom the award is being recommended will be notified and provided the City of Palacios contract for execution at the earliest possible date. If for any reason, the awarded Bidder(s) does not execute the contract within the time specified by the City of Palacios, then the City of Palacios may recommend award to the next lowest responsive and Responsible Bidder. A final

notice of award, and if required, a notice to proceed, will be issued after the completion of a fully executed contract.

If a Bidder requests an agreement beyond any agreement (e.g. Terms and Conditions) required by the City of Palacios, or required as a part of this solicitation by the City of Palacios, the City of Palacios reserves the right to reject execution of any additional agreements requested by the Bidder. In instances where the City of Palacios rejects the execution of additional agreements that are required by the Bidder, the City of Palacios reserves the right to deem the bid as Nonresponsive, and to recommend award to the next most Responsive and Responsible Bidder.

12) NO RFB RESPONSE: Bidders who receive this RFB but who do not submit a bid should return this RFB package stating the reason(s) for not responding.

13) FREEDOM OF INFORMATION ACT (“FOIA”) REQUIREMENTS: Bids are subject to public disclosure after the Bid Deadline in accordance with state law. For additional information, contact the City of Palacios.

14) BASIS FOR CONTRACT AWARD: The determination of the lowest responsive and responsible Bid shall be based upon “ATTACHMENT A – BID FORM, and ATTACHMENT B – PRICE FORM.

SECTION 3 – MINIMUM QUALIFICATIONS

- 1) 10 years of experience performing Installations of Fuel Storage Tank Systems
- 2) Previously performed same type of work at other commercial sites
- 3) Contractor must be licensed to install AST’s in the state of Texas and be familiar with the plan review / permitting process

SECTION 4 – SCOPE OF WORK

Scope of Work: The successful Bidder (Contractor) will be required to comply with all requirements and provisions of the project as described and detailed in this RFB (including its attachments), and to complete the scope of work upon the receipt of a Notice to Proceed from the City of Palacios. The Contractor must provide any and all labor, materials, tools, equipment, supervision, coordination, mobilization, demobilization, delivery charges, insurance, taxes, costs and other services necessary or required to complete the work in accordance with the Agreement.

- 1) City of Palacios Responsibility:
 - A) The City of Palacios will be responsible for choosing the locations as to

where the AST's will be installed.

B) The City of Palacios will provide personnel to answer questions and oversee the installation throughout the duration of the project.

C) The City of Palacios will inspect all work areas daily for cleanliness and on project completion to ensure work meets City standards.

D) The City of Palacios will provide the Contractor with a staging area for storage of materials and vehicles necessary to complete the project(s).

E) The City of Palacios will provide all earthwork, concrete and Asphalt associated with the concrete pad and electrical trench.

F) The City of Palacios will provide the asphalt patching of all trenches needed for electrical.

2) Contractor Responsibilities:

A) The Contractor will be responsible for providing all supervision, personnel, equipment, and materials necessary to efficiently complete the work.

B) The contractor will be responsible for containing all debris within the work area, and for cleaning up debris/work area on a daily basis.

C) The Contractor is responsible for final cleanup.

D) The Contractor will be responsible for ensuring all equipment and material stored in staging area is maintained in an orderly fashion.

E) The contractor will be responsible for all barricades, fencing etc. around the work area for the safety of all personnel working in and around the construction site. Entrance to each location must remain open for use at all times. Provisions to do so are the responsibility of the contractor.

F) The contractor will be responsible for all permits from the City of Palacios and The State of Texas associated with AST installations.

G) The contractor will be responsible to register the new AST's with the State of Texas.

H) The Contractor will be responsible for coordinating plan review and Inspections by the Department of Licensing and Regulatory Affairs, Bureau of Fire Services, Storage Tank Division and The City of Lansing.

I) The Contractor will be responsible for installing systems to meet all AST regulations of the Department of Licensing and regulatory Affairs, Bureau of Fire Services, Storage Tank Division.

J) The Contractor will be responsible for providing certified payrolls in accordance with prevailing wage rules (Davis Bacon Act).

**SECTION 5 – SPECIFICATIONS / SPECIAL PROVISIONS
ONE (1) 2000 GALLON ABOVE GROUND FUEL TANKS AND
INSTALLATION**

Description

General: The contractor shall furnish all materials, equipment, labor and supervision, and shall provide all other means that may be necessary to complete all the work in

conformity with the requirements of these specifications.

Preparation: Install conduit and layout the installation of the required bollards (approximately 6) prior to City of Palacios installing the concrete pad.

Install rigid conduit from the tank location and the building prior to the completion of the earth work and concrete. Install two (2) ground rods at tank location prior to concrete being installed.

Material and Equipment

One (1) 2000 Gallon UL 142 double wall tank with internal epoxy coating – White

Tank to be equipped with the following:

Self serve unit mounted on a formed steel frame and powder coated
Pre-wired (by licensed electrician) Skid will contain following equipment:

- (1) Mechanical Dispenser
- (1) Electric rewind hose reel
- (1) Static grounding reel
- (1) 1" x 50' aviation hose
- (1) Aviation Fuel nozzle
- (1) VF 21SB-PG filter vessel
- (1) FG-O-609-2 water absorbing filter

Tank will have the following equipment:

- (1) Top mounted fill bucket
- (1) 2" Overfill Protection valve
- (1) 2" aluminum down tube
- (1) ¾hp submersible pump
- (1) ¼" electric Anti-siphon valve
- (1) 2" Emergency valve
- (1) Overfill gauge and alarm
- (1) Manual sump-pump with OPW anti-siphon valve and SS ball valve
- (1) 2" vent and pipe

All piping should be stainless steel with welded fittings and flanged connections. All piping should be pressure tested for leaks.

Bidder to include manufacturer, model and cut sheet information on all equipment.
All equipment must be of commercial grade.

Equipment

Provide crane service and labor to off load tanks and place on slab

Construction

Install tank and associated material described above

Paint all piping - White

Final Cleanup

The work shall not be considered as complete nor will final payment be made until the area has been restored to a neat, orderly appearance acceptable to the City of Palacios personnel. Equipment, excess material, rubbish, etc., resulting from the contractor's operations shall be removed from the site.

SECTION 6 – TERMS AND CONDITIONS

1) The Contract shall be valid upon City of Palacios approval and shall terminate once project has been successfully completed.

2) Prior to commencement of the work, the Contractor at its own expense and in its own name (with the City of Palacios as additional insured for commercial general and automobile liability coverages) shall purchase and maintain during the term of the Agreement such insurance as will protect the Contractor from claims, demands and lawsuits arising out of the work described in this Agreement and performed by the Contractor.

3) The insurance shall consist of:

A) Worker's Compensation Insurance including Employer's Liability to cover employee injuries or disease compensative under the worker's compensation Statutes of the State of Michigan or the State in which a particular employee is employed; liability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable.

B) An occurrence form Commercial General Liability policy (New ISO Designation) to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof plus appropriate endorsements to protect the Airport Authority against claims, demands and lawsuits from employees of the Contractor and subcontractors, including the following exposures:

i. All premises and operations.

ii. Explosion, collapse and underground damage if the exposure exists.

iii. Broad Form Blanket, contractual liability for the obligations assumed in the Indemnification or Hold Harmless agreement and the Insurance section found herein.

iv. Personal Injury Liability Endorsement.

v. Projects and Completed Operations coverage if the exposure exists.

- vi. Broad Form Property Damage.
- vii. Cross liability endorsement.
- viii. Amendment - Aggregate limits of insurance (per project).

C) A comprehensive Automobile Liability policy, in accordance with the laws of the State of Michigan, which includes residual liability for bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles.

D) Umbrella or Excess Liability: The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and may apply both to the Contractor's general liability and to its automobile liability insurance, shall be written on an occurrence basis.

E) The required limits of liability for insurance coverages shall not be less than:

- Worker's Compensation Statutory
- Employer's Liability \$500,000
- Commercial General Liability
- Bodily Injury - each occurrence \$2,000,000
- Bodily Injury - aggregate \$2,000,000
- Property Damage - each occurrence \$2,000,000
- Property Damage - aggregate \$2,000,000
- or combined single limit per occurrence \$2,000,000
- Comprehensive Automobile Liability
- Bodily Injury \$1,000,000
- Property Damage \$1,000,000
- or combined single limit per occurrence \$1,000,000
- Umbrella - each occurrence \$1,000,000
- Umbrella - aggregate \$5,000,000

4) CHANGES TO KEY PERSONAL AND SUBCONTRACTORS: It is essential that the Contractor provides adequate experienced personal and subcontractors, capable of and devoted to the successful completion of the work. The Contractor must agree to assign specific individuals to the key positions.

A) Contractor agrees that once assigned to the work under the contract, key personnel and subcontractors shall not be removed or replaced without written notice of the Airport Authority.

B) If key personnel and subcontractors are not available for work under the contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Airport Authority, replace such key personal with personnel of substantially equal ability and qualifications.

SECTION 7 - FEDERAL CONTRACT PROVISIONS

Buy American Preference

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (☐) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as nondomestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Signature

Date

Company Name

Title

Title VI Solicitation Notice

The City of Palacios, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Certification of Offerer/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Texting When Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

SECTION 8 – REQUIRED FORMS and ATTACHMENTS

Attachment A – Bid Form
Detailed Bid from Contractor

**ATTACHMENT A
BID FORM**

Failure to submit a signature binding the offer with your Bid Shall result in your Bid Being deemed nonresponsive and rejected without any further evaluation.

TO: CITY OF PALACIOS

The undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Bid.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the information to Bidders, Offer and Form of Agreement, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In Addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this bid form, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City of Palacios, for the term stated in the RFB, and to enter into Form of Agreement (FOA) issued with the RFB.

NONCOLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.

BID PRICE:

No Bid Shall Be accepted which has not been signed:

I certify, under penalty of perjury, that I have legal authorization to bind the firm hereunder:

_____ For Clarification of this offer, Contact:
Company Name
Name: _____
Address (NO P.O. BOX ALLOWED)
Phone: _____
City State Zip

Signature of person Authorized to Sign

Mobile: _____

Printed Name

Fax: _____

Title

Email: _____

Federal tax ID

Date