

Questions & Answers - 1

Solicitation RFT-011224-51 - RFP for the Purchase and Installation for a Fuel Management System
Buying Organization Port of Brownsville

No	Question/Answer	Question Date
Q1	<p>Question: Tank Removal</p> <p>We need clarification on which tanks are being removed, as the pictures provided show four different tanks. Additionally, we need to determine the distances for the underground piping. It appears the current piping is single-wall, which must be replaced.</p> <p>Answer: The two 2,000-gallon white tanks are to be removed. The additional tanks included in the photos are temporary rental units. Measurements should have been taken at the time of the site visit. Piping needs to be replaced.</p>	11/18/2024
Q2	<p>Question: RFP Process and details</p> <p>Can you provide the sign-in sheet for the pre-proposal meeting?</p> <p>Answer: Yes, Please see attached.</p>	12/03/2024
Q3	<p>Question: Requirements general</p> <p>What level of design does Port of Brownsville want to see through the pre-field work of the project? What design milestones should we anticipate? 30%, 60%, or 90%?</p> <p>Answer: 30%, 90% and 100%.</p>	12/03/2024
Q4	<p>Question: Requirements general</p> <p>Can you provide the fire marshal contact information to confirm infrastructure requirements?</p> <p>Answer: Juan Martinez, IAAI-CFI County Fire Marshal juan.martinez7@co.cameron.tx.us. Santiago Ramos, Assistant Fire Marshal jimmy.ramos@co.cameron.tx.us.</p>	12/03/2024
Q5	<p>Question: Requirements general</p> <p>Has it been confirmed that soil sampling is required for the UST removal?</p> <p>Answer: This has not been confirmed.</p>	12/03/2024
Q6	<p>Question: Clarification</p> <p>Is there adequate single-phase power currently on-site or any issues from the power side that we should be aware of?</p> <p>Answer: There is adequate power there for what we have presently.</p>	12/03/2024
Q7	<p>Question: Clarification</p> <p>Does the Port/District have a preference on tank gauging equipment? Two industry standard options are:</p> <ul style="list-style-type: none">a.VR TLS-450b.Pneumercator TMS-4000 <p>Answer: Bidders should present both options and indicate the pros and cons of each, if any. Price for each option should also be shown.</p>	12/03/2024

No	Question/Answer	Question Date
Q8	<p>Question: Clarification</p> <p>Does the Port/District have a preference on a platform/top of tank access. If so, is a full access platform desired?</p> <p>Answer: We need a platform to check and/or monitor gauges or other parts, with a walkway for access to these areas.</p>	12/03/2024

Performance Bond

Purchase and Installation of a Fuel Management System

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the BROWNSVILLE NAVIGATION DISTRICT, Texas, hereinafter called OWNER, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ___ day of _____, 20___, a copy of which is hereto attached and made a part hereof, for the construction of the:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year post-construction guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

This bond is subject to and governed by Article 5160 of the Texas Revised Civil Statutes and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

(Principal)

(Principal) Secretary By: _____(s)
(Signature)

(SEAL)

(Witness as to Principal) _____
(Address) _____

(Address) _____

ATTEST:

(Surety)

(Surety) Secretary By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety) _____
(Address) _____

(Address) _____

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

ATTACH
POWER OF ATTORNEY
TO BE FURNISHED BY CONTRACTOR

Payment Bond

Purchase and Installation of a Fuel Management System

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the BROWNSVILLE NAVIGATION DISTRICT, Texas, hereinafter called OWNER, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ___ day of _____, 20__, a copy of which is hereto attached and made a part hereof, for the construction of the _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose legally perfected claim may be unsatisfied.

This bond is subject to and governed by Article 5160 of the Texas Revised Civil Statues and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

(Principal)

(Principal) Secretary By: _____
(Signature)

(SEAL)

(Witness as to Principal) _____
(Address) _____

(Address) _____

ATTEST:

(Surety)

(Surety) Secretary By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety) _____
(Address) _____

(Address) _____

NOTE: Date of BOND must not be prior to date of Contract. If Contractor Partnership, all partners should execute BOND.

ATTACH
POWER OF ATTORNEY
TO BE FURNISHED BY CONTRACTOR

Certificates of Insurance

Purchase and Installation of a Fuel Management System

ATTACH

CERTIFICATES OF INSURANCE

TO BE FURNISHED BY CONTRACTOR

**PRE-BID MEETING ATTENDANCE
SHEET**

DATE: Nov 21, 2024

TIME: 10:00 AM

LOCATION: Facility Maintenance Shop

PROJECT: RFP for the Pumphouse & Installation of a Fuel Management System

#	NAME	COMPANY/ENTITY	EMAIL
1	Garrett Gjerstad	Argus Companies	garrett.gjerstad@argusco.com
2	Robert Taylor	PumpTex	rtaylor@pumptex.com
3	REYNOLDS RODRIGUEZ	JP PETROLEUM GROUP	rey.beltrigior@jpetroenergy.com
4	JULIO GARCIA	JP PETROLEUM GROUP	julio.garcia@jpetrogroup.com
5	MARCOS PEREZ	PUMPTEX	mperez@pumptex.com
6	A. PARTIDA	PORT OF BROWNSVILLE	apartida@portofbrownsville.com
7	SARKIS ROBSON	BND	starkis@bnd.com starkis@bnd.com
8	TOSI A. HERRERA JR	BND	therrera@portofbrownsville.com
9	MIKE BRYER	BND	mbryer@portofbrownsville.com
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