

**PRESIDIO COUNTY, TEXAS**

**REQUEST FOR PROPOSAL**

**FOR**

**AVIATION FUEL SUPPLIER**

**RESPONSE DUE DATE: December 7, 2017**

Interested vendors must submit a RESPONSE PACKAGE of one (1) original and six (6) copies, to Presidio County, Attn: Katie Sanchez, Director of the Office of Management and Budget, 301 N. Highland, P.O. Box 1484, Marfa, Texas 79843 by no later than 3:00 p.m. (CST) December 7, 2017.

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## Introduction

Presidio County (the County) is accepting Proposals for Aviation Fuel Supplier per the following requirements and general conditions.

The request for proposal (RFP) is part of a competitive procurement process which provides qualified vendors with a fair opportunity for the commodities and services to be considered. The RFP process provides a competitive negotiation platform, wherein price or cost is not the sole determinative factor. This process, designed to best serve the interests of the County, allows the County the flexibility to negotiate with interested, qualified vendors to arrive at a mutually agreeable relationship.

One (1) original and six (6) copies of the proposal must be submitted by Thursday, December 7, 2017 at 3:00 p.m. (CST). The proposals, marked "original" and "copy", must be submitted in a sealed envelope with the following information marked plainly on the front:

Presidio County  
Attn: Katie Sanchez, Director, OMB  
301 N. Highland St.  
P.O. Box 1484  
Marfa, TX 79843

RFP - Aviation Fuel Supplier

No oral explanation in regard to the meaning of the specifications will be made and no oral instructions will be given before the award of the contract. Request from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing to:

Katie Sanchez, Director, OMB  
Email: [presidiocountyomb@co.presidio.tx.us](mailto:presidiocountyomb@co.presidio.tx.us)

**The deadline for receipt of written questions shall be 3:00 PM CST, Monday, December 4, 2017**

**A written response will be provided and posted on the County's website [www.co.presidio.tx.us](http://www.co.presidio.tx.us).**

Presidio County reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities deemed in the best interest of the County.

## Request for Proposals Acknowledgement and Anti-Collusion Certification

The undersigned certifies that: (i) he/she is duly authorized to submit and execute this proposal and (ii) the vendor and its principals, shareholders, members, partners, employees and/or agents have not and will not attempt to lobby (directly or indirectly) the Presidio County Commissioners Court or any employees or agents of the County with regard to this proposal.

The undersigned further certifies that the enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions contained herein and that the undersigned is aware that failing to submit a conforming proposal may result in partial or full rejection of the proposal.

---

Company Name

---

Authorized Signature

---

Date

---

Print or Type Signatory Name

---

Address

---

Position / Title

---

City / State

---

Zip Code

---

Phone Number

---

Fax Number

---

E-Mail

---

Web Page

## Section 1 – Instructions for Submission of Proposal

### Section 1.1 General Conditions

In submitting this proposal, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a county official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the County shall prevail.

### Section 1.2 Submission Time and Date

It shall be the responsibility of each Bidder to ensure his/her proposal is turned in to Presidio County on or before December 7, 2017 at 3:00 p.m. (CST). Proposals received after the time stated above will be considered ineligible and returned unopened.

All attached proposal documents are to be returned completely filled out, totaled and signed. Envelopes containing proposals must be **sealed**.

### Section 1.3 Late Submission

The County will not receive/accept any late proposal submissions after the due date and time.

### Section 1.4 Preparation of Offers

Proposal forms should be typed, printed or written in ink. Proposals written in pencil will not be considered for an award.

### Section 1.5 Withdrawing Bids/Proposals/Quotes

Proposals may be withdrawn any time prior to the official opening; request for non-consideration of proposals must be made in writing to the County OMB Director and received prior to the time set for opening proposals. The bidder warrants and guarantees that his/her proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

### Section 1.6 Irregular Bids/Proposals/ Quotes

Proposals will be considered irregular if they show any omissions, alterations of form, additions,

or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, Presidio County reserves the right to waive any irregularities and make the award in the best interest of the County.

### Section 1.7 Addenda to Solicitation

If necessary, the County may modify this solicitation by formal written addendum, which is posted within the County's website. Respondents shall acknowledge by completing addendum form provided by the County. The addendum form should be signed and returned as part of the proposal response. Failure to do so may cause the proposal to be ineligible for consideration for contract award. No oral or informal addendum to this solicitation shall be binding on the County.

### Section 1.8 Rejection/Disqualification

The County reserves the right to accept or reject any or all proposals or any part thereof, to waive all technicalities, and to accept the offer or offers that are determined to provide the best benefit to the County. A failure to provide any requested information may result in rejection of a proposal, in whole or in part, at the County's sole discretion. However, the County reserves the right to request additional or clarifying information from a Proposer after a proposal has been submitted. Such information may be used to further evaluate the Proposer's proposal.

### Section 1.9 Solicitation Costs

All costs incurred by the Proposer in the preparation, printing, demonstration or negotiation of its proposal shall be borne by the Proposer. This solicitation does not obligate or commit the County to pay any costs incurred in the preparation and submission of this request for proposals or to contract for the goods/services specified. Further, the County is not obligated to pay any costs incurred by any Proposer as a direct result of errors or omissions committed by the County employees or agents in the preparation of this solicitation and the processing of the Proposer's proposal. It is incumbent upon each Proposer submitting a proposal to verify the accuracy of the information herein contained based upon each Proposer's research and information, and to immediately advise the County of any discrepancies.

### Section 1.10 Award of Proposal

The proposal award will be made within ninety (90) days after the opening of proposals. No award will be made until after investigations are made as to the responsibilities of the best bidder.

Presidio County reserves the right to award proposals in whole or in part when deemed to be in the best interest of the County. Bidder shall state on proposal form if their bid is "all or none",



otherwise it shall be considered as agreeing to this section.

Any contract awarded as a result of this RFP shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of Presidio County. If sufficient funding or authority is not made available for any fiscal period, such contract shall become null and void as of the beginning of such fiscal year.

Information contained in submitted proposal documents are subject to the Texas Public Information Act and shall not be available for inspection until after the award has been made by County Commissioners Court. Requests for this information must be submitted in writing to the Director of OMB.

#### Section 1.11 Assignment

The successful bidder shall not assign his/her rights and duties under an award without the written consent of Presidio County. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

#### Section 1.12 Substitutions/Exceptions

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, are noted and fully explained in writing and submitted with proposal. No substitutions or changes in the specifications shall be permitted after award of proposal.

#### Section 1.13 Tax Exemption

Unless otherwise noted, the County is exempt from all, and shall not pay or reimburse the proposer with respect to any local, state, and federal taxes.

#### Section 1.14 References

Proposer shall submit a minimum of three (3) references, from similar governmental entities, organizations and/or entities that Proposer has provided with similar services. The name of the entity or organization, contact name, and phone number must be included with each reference.

#### Section 1.15 Prohibition Against Personal Financial Interest in Contracts

No employee of Presidio County shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the County.

#### Section 1.16 Disclosure of Interest

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods or services with Presidio County must file a completed Conflict of Interest questionnaire; see attachment of this request for proposals. This Conflict of Interest questionnaire must be filed in conjunction with the proposal submittal.

#### Section 1.17 Termination/Non-Performance

Continuing non-performance of the vendor in terms of Specifications set forth in the contract documents shall be a basis for the termination of the contract by the County. Presidio County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. The County reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) Meet delivery schedules or, 2) Otherwise not perform in accordance with the Specifications set forth in the contract documents. Breach of contract or default authorizes the County to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

#### Section 1.18 Attorney Fees

If either party retains an attorney to enforce the contract, the party prevailing in litigation as determined by a court of law is entitled to recover reasonable attorney's fees and court costs.

#### Section 1.19 Governing Law and Venue

The construction and validity of the contract shall be governed by the laws of the State of Texas. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Presidio County, Texas.

#### Section 1.20 Sovereign Immunity

Nothing in the Contract is intended to or shall have the effect of waiving any privileges or immunities afforded the County under Texas State Law including, but not limited to, sovereign immunity or official immunity and it is expressly agreed that the County retains such privileges.

#### Section 1.21 Representation of Proposer

By submitting its proposal, Proposer represents that:

- a. Proposer has read and understands this solicitation;
- b. Proposer's proposal is made in accordance with this solicitation;
- c. Proposer's proposal is based upon the information set forth in this solicitation.

## Section 1.22 Equal Opportunity

The successful Proposer must agree to abide by regulations pertaining to Equal Employment set forth in all applicable local, state and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability, or national origin.

## Section 1.23 Evaluation Criteria

Proposals will be evaluated on the basis of their responses to all provisions of this RFP. The County may use some or all of the criteria below in its evaluation and comparison of proposals submitted. The criteria listed is not necessarily an all-inclusive list.

- Compliance with RFP Requirements, per scope 20%
- Experience and Qualifications 20%
- Fuel Cost 20%
- Refueler Leasing Options 20%
- Support Services and Training 20%

## Section 2 Scope of Work

Presidio County owns and operates two airports at Marfa and Presidio respectively. The Marfa Municipal Airport (KMRF) and Presidio Lely International Airport (KPRS) collectively are soliciting proposals from qualified firms to serve as the aviation fuel supplier for both airfields as listed herein. All proposals must include at a minimum the information specified below. Failure to include this information will seriously detract from a proposal and may be cause for its rejection. The inclusion of any additional information that will assist in its evaluation is encouraged. The adequacy, depth and clarity of the proposal will influence, to a considerable degree, its evaluation. The proposal submitted must be complete enough for selection to be made based solely on its contents.

The Marfa Municipal Airport at Marfa (KMRF), a general aviation airport located at 45101 SH 17 North, Marfa, Texas, is currently operating one (1) 10,000 gallon above ground storage tank dedicated for 100LL, and one (1) 8,000 gallon above ground storage tank for Jet-A pre-mix fuel. In addition, the airport intends to operate a mobile Jet-A refueler with a capacity not less than 2,000 gallons and not more than 3,000 gallons.

The Presidio Lely International Airport at Presidio (KPRS), a general aviation airport located at 98821 US Hwy 67, Presidio, Texas, is currently operating two (2) 10,000 gallon above ground storage tanks; one (1) dedicated for 100LL, and one (1) dedicated for Jet-A pre-mix fuel.

## Section 2.1 Vendor Experience and Qualifications

Vendor must be a long-term aviation refiner and/or marketer with a minimum of ten (10) years' experience in aviation turbine and aviation gasoline fuels. Vendors are encouraged to provide a nationally recognized Brand Name.

Proposals shall include a narrative of the company's performance record with clients (airports/fixed based operations where similar service is provided) including a minimum of three (3) references to include contact person, company name, current address, and telephone numbers.

## Section 2.2 Fuel Facilities

A. Marfa Municipal Airport at Marfa currently operates two (2) Above Ground Storage Tanks and one (1) Mobile Refueler utilized for general distribution as follows:

- 10,000 gallon Avgas Tank
- 8,000 gallon Jet-A Tank
- 2,200 gallon Jet-A Refueler (leased truck)

B. The historical usage for aviation fuels for fiscal years 2014 through 2017 are:

| <b>YEAR</b> | <b>JET A</b> | <b>100LL</b> | <b>TOTAL</b> |
|-------------|--------------|--------------|--------------|
| 2014        | 54,272       | 13,370       | 67,643       |
| 2015        | 48,075       | 17,490       | 65,566       |
| 2016        | 57,507       | 16,405       | 73,912       |
| 2017        | 77,437       | 15,598       | 93,135       |

C. Future plans include the following:

Lease, purchase or lease with purchase option a mobile jet refueler with overwing capability and single point flow rate of 100 gpm or greater.

D. Presidio Lely International Airport at Presidio currently operates two (2) Above Ground Storage Tanks for general distribution as follows:

- 10,000 gallon AvGas Tank
- 10,000 gallon Jet-A Tank

E. The historical usage for aviation fuels for fiscal years 2014 through 2017 are:

| <b>YEAR</b> | <b>JET A</b> | <b>100LL</b> | <b>TOTAL</b> |
|-------------|--------------|--------------|--------------|
|-------------|--------------|--------------|--------------|

|      |        |        |        |
|------|--------|--------|--------|
| 2014 | 6,102  | 6,467  | 12,569 |
| 2015 | 13,623 | 8,405  | 22,028 |
| 2016 | 13,178 | 13,780 | 27,498 |
| 2017 | 15,705 | 19,051 | 34,756 |

### Section 2.3 Fuel Specifications

The following are expectations of the County as they relate to fuel. These items are to be included in the proposal narrative with any additional items Vendor would like to offer.

- A. Jet Fuel: Aviation Kerosene Type Jet-A fuel received shall meet the requirements of ASTM (American Society for Testing and Materials) D-1655 (latest revision). Vendors that provide Jet-A pre-blended with anti-icing additives shall also conform to MIL-DTL-85408 specifications.
- B. Avgas: Shall meet the requirements of ASTM D-910 (latest revision) and shall be of the Aviation Gasoline type, 100 Octane, Low Lead (Avgas 100LL) or future replacement.
- C. Each tanker supplying fuel to the KMRF and KPRS fuel facilities shall be dedicated to aviation fuel products only and shall not carry any other product. Vendor/transporter will only transport like types of fuel to prevent fuel contamination and will provide documentation of pre-delivery testing detailing what was previously contained in the delivery vehicle and method of cleaning.
- D. Traceability of fuel product shipments from refinery to KMRF and KPRS Fuel Farms.
- E. Vendor will perform and document the following tests before shipments arrive at either KMRF or KPRS fuel facility:
  - 1. Visual
  - 2. Color
  - 3. Bottom sediment and water
  - 4. Temperature
  - 5. API gravity
  - 6. The County will perform any additional tests it deems necessary and reserves the right to reject any delivery it deems unsuitable. The County maintains the right to reject any operator or truck making deliveries.

## F. Inspections

- 1) The Vendor will provide inspection service at no additional cost.
- 2) Vendors are to provide frequency of inspections.
- 3) Items to be inspected include fuel facility and all refuelers regardless of ownership.
- 4) Ensure qualifications of inspectors employed by Vendor or contract labor.
- 5) Provide written documentation of inspections.
- 6) If applicable, provide statement that product contains fuel system icing inhibitor (FSII) and at what percentage.

## Section 2.4 Proposal Response

Proposer shall address the following:

### Section 2.4.A: Professional Line Service Training Program

1. Description of industry associated training to include live action video and/or CD and workbooks specific to the following areas: ground servicing, safety, refueling piston aircraft, refueling turbo prop aircraft, refueling jet aircraft, towing aircraft, fuel facility management, customer service, and fire safety. If applicable, describe on-site training (via contractors and/or salaried employees) or any other training options the Proposer may wish to include.
2. Frequency of Training.
3. Updated Quality Control Manuals that are current and adhere to the latest edition of ATA 103 standards.

### Section 2.4.B: Refueler Lease Program

1. Description of Lease Program
  - a. Provide detailed description of lease program including delivery dates.
  - b. Provide a copy of a sample lease.
  - c. Provide maintenance agreement if applicable.
  - d. Provide details of lease with purchase option if available.
2. Vendor will provide temporary backup refueler in the event leased refueler is out of

service. Provide estimates if costs are involved.

3. Vendor will provide an option on an annual basis for new replacement refuelers.
4. Vendor will allow qualified outside contractors and qualified Presidio County employees to perform necessary maintenance, inspections, etc., on leased refuelers.
5. Vendor will provide the necessary certificates of insurance as outlined in the insurance requirement section of this RFP.
6. Vendor will submit warranty information on the refuelers with their proposal.

#### Section 2.4.C: Refueler Specifications

1. Provide detailed description of refuelers including, but not limited to, engine type, capacity, chassis, refueling system schematics, etc.
2. Refuelers can be new or recently refurbished vehicles with automatic transmissions and should operate on diesel fuel.
  - a. Current lease rate for Marfa Airport's mobile Jet-A refueler is \$1,135.00 per month
  - b. Vendor will provide best case leasing options to include rates for different model years.
3. The fuel capacities for each mobile refueler should be:
  - a. Jet A – 2,000 gal (minimum) to 3,000 gal (maximum);
4. Detail of maintenance and inspections to be provided on refuelers.
5. Flexibility to change refueler size during the contract.
6. Preferred Jet A refueler with FSII premix.

#### Section 2.4.D: Operational Concept Proposed by Vendor

1. Aviation Fuel Price: Prices will be quoted on a per gallon basis inclusive of transportation cost (including Port of Entry costs and road tolls, regardless of Port of Entry), but exclusive of taxes and other fees. In addition to the fuel price, Vendor must provide an itemized list of all applicable taxes and fees.
  - a. Assured supply must be guaranteed in a contract tendered along with Vendor's proposal.

- b. Primary supply point for Jet A delivered price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees, price per gallon, for either full transport quantities or less than full transport quantities. For comparison purposes, quoted price will be that price in effect on December 1, 2017. Include an itemized list of all applicable taxes and fees.
- c. Primary supply point for Avgas 100LL delivered price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees, price per gallon, for either full transport quantities or less than full transport quantities. For comparison purposes, quoted price will be that price in effect on December 1, 2017. Include an itemized list of all applicable taxes and fees.
- d. Alternate supply point for Jet A must be the same price as the primary supply point price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees.
- e. Alternate supply point for Avgas 100LL must be the same price as the primary supply point price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees.

Transportation and operational cost increases/decreases from the primary supply points will be passed through with documentation during the term of the contract. Vendor shall provide a method for changes in operational costs.

- f. The County desires to receive the best possible pricing and in order to facilitate the comparison of proposals, it is necessary that all proposals be based on **Gulf Coast Mean** for Jet A and **Gulf Coast 93 PUL** for 100LL (avgas). Provide an explanation of method of determining fuel price, timing of price changes, and method of conveying changes to the County. Conveyance of price changes to the County shall include verification of price basis used and the County must be able to verify price on each invoice throughout the term of the contract.
  - g. Any additional fees should be included as a separate line item.
2. Fuel Delivery: Describe procedures for ordering fuel, turnaround time for delivery of fuel, and provisions for emergency deliveries of fuel.
- a. Restrictions: Specify any and all restrictions to be entertained.
  - b. Contracts: Provide copies of all potential contracts that Vendor proposes to use to provide services under this RFP, including but not limited to the following examples: Aviation Aircraft Fuel Service Agreement; Aviation Retail Sales Agreement; Aviation Dealer Credit Card Agreement; Transaction Processing Policy, Aviation Refueler



Lease Agreement, and Aviation Refueler Lease Agreement with purchase option.

- c. **Contract Point of Contact:** Vendor must provide a single point of contact for all aspects of the agreement. **Other:** Additional information, proposals or incentives may be provided at Vendor's discretion.

#### Section 2.4.E: Credit Card Processing Program

1. The program shall be a nationally recognized credit card program.
2. The system must be capable of electronically processing credit cards with monies returned to the County electronically. List the credit cards accepted by the Vendor including at least the following regionally recognized Vendor retail credit cards: Master Card, Visa, AvCard, Multi Service Card, American Express, U.S. Bank, Voyager Fleet, and Discover. Proposer may specify any other retail credit cards within its system capability if desired.
3. Vendor shall describe all charge back stipulations in proposal.
4. Identify processing fees associated with various credit card processing.
5. Identify credit card reimbursement timing and method of transferring funds to the County.
6. Describe branded credit card programs that offer the County 0% processing fees.

#### Section 2.4.F: Payment Requirements and Reporting

1. Fuel delivery charges/credits will be kept in a separate account from credit card transaction reimbursement/charge backs (if applicable).
2. Vendor shall provide sample copies of all reports and statements with the proposal.
3. Vendor shall describe the preferred method of reimbursement and/or charges (i.e. company check, electronic fund transfer, Purchasing Card).

#### Section 2.4.G: Line of Credit

Vendor shall provide adequate line of credit with functional credit terms with or without discount. Proof of the line of credit shall be submitted with the proposal.

#### Section 2.4.H: Support Services

1. Insurance Program: Vendor will provide details of insurance program as per insurance requirements contained in this RFP.
2. Quality Control Program must include at a minimum:
  - a. Annual fuel facility inspections and documentation and annual refueler inspections and documentation for leased refueler.
  - b. Annual/recurrent quality control training.

#### Section 2.4.I: Brand Identification

Indicate availability to provide and install brand identification at the self-service fuel facility. Signs shall be installed at the beginning of the contract period, equal in size to existing (if applicable), or agreed to by the Federal Aviation Administration, the Texas Department of Transportation Aviation Division, and Presidio County.

#### Section 2.4.J: Administrative Support

1. Administrative Support: Vendor shall provide administrative support relative to Vendor-County relationship.
2. Account Manager: Vendor shall provide an account manager whose interest and function is aviation and product sales.
3. Technical Expertise: Vendor must provide technical expertise to be available twenty-four (24) hours per day seven (7) days a week and have available proprietary laboratory support.
4. Vendor Restrictions:
  - a. Vendor may not impose a retail/wholesale credit card related discount or rebate programs that requires Presidio County participation or funding without prior written consent.
  - b. Vendor may not impose retail/wholesale purchase programs requiring Presidio County participation or funding relating to customer volume discounts without prior written consent.

#### Section 2.4.K: National Sales Promotion and Advertising Program

1. National Advertising: Identify and outline a continuous annual national sales promotion program. Include a copy of the current advertising insert and name of publication or

trade journals/magazines and at what cost. Describe how KMRF and KPRS would be included.

2. Cooperative Advertising Program: Identify and describe any co-operative advertising programs. Include any special project or local advertising cost and support by Vendor for KMRF or KPRS advertising and promotion of fuel sales. Provide details of how credit is applied and maintained.
3. Aviation Industry Participation (AIP): Describe trade show participation by Vendor, including, but not limited to, NATA and NBAA conventions. Identify opportunities for KMRF or KPRS. Discuss Vendor membership in industry organizations (e.g., NBAA and NATA) demonstrating active participation on committees. Identify aviation directory support.
4. National Sales Promotion Program: Provide availability of a national sales promotion program. Program must be cost effective with potential for generating new and repeat business.

#### Section 2.4.L: Implementation and Start-up Plan

Vendors shall provide a detailed start-up plan which assures a smooth transition from the current fuel provider with no interruption of services to both Marfa Municipal and Presidio-Lely International Airports. This plan shall include, but not be limited to, fuel delivery, fuel truck delivery schedule, installation of signs and uniforms supply if applicable.

#### Section 2.4.M: Official Proposal Form

Proposals shall follow the format as outlined in Section 3.

#### Section 2.5 County Responsibilities

The proposer shall provide timely invoices of all charges and other amounts due. The County shall be responsible for all authorized charges, provided that the use is within the required authorization control limits assigned by the County.

#### Section 2.6 Website

Please give details and list services/reports that would be available to the County through your website. Online access to transaction reports, training materials, QC forms, parts and supply lists, etc. is preferred. In addition, the system should have the ability to export transaction data to the County in Excel format. Transaction data should include but not be limited to: date, time of transaction, aircraft registration, customer name, quantity purchased, cost per gallon, gross cost, federal taxes, net cost, and product type.

## Section 2.7 Invoicing

Please furnish sample invoicing.

## Section 2.8 Disputed Transactions

The proposer shall include as part of this proposal an explanation of their dispute resolution process. The County reserves the right to modify or not consider this process as they deem necessary in the final agreement.

## Section 2.9 Discounts/Rebates

The proposer should indicate the price per gallon discount/rebate off the pump prices offered to the County, if any. If a sliding scale, please so indicate.

## Section 2.10 Miscellaneous Information Requested

- Proposer shall include, with their proposal, a detailed list of any/all charges that may be incurred by the County, which have not been covered in this RFP.
- The County is interested in learning about enhanced features and services that reach beyond the County's basic requirements. Proposer should include with this RFP response a detailed description of all additional services offered and costs associated with such services. Said services shall be considered as available options only. Any additional options will not be weighted in evaluation and award of this RFP response.

## Section 3 Proposal Organization and Format

### Section 3.1 Proposal Organization and Format

Proposal should be submitted on 8.5 by 11-inch paper bound securely. Proposals must contain and be organized as shown below. Each section should be separated by numbered tabs.

Cover clearly displaying the title of the RFP

- Tab 1: Table of Contents
- Tab 2: Introductory letter, to include the name of firm and contact information for the primary County contact with the firm.
- Tab 3: Company biography and other information: provide a brief company history including date founded, number of employees, company headquarters location and operating locations, and past projects and accomplishments. Proposers may also

provide any other general information that the Proposer believes is appropriate to assist the County in its evaluation.

- Tab 4: Experience, Past Performance, and Capacity: Proposers must submit under this tab a concise description of its experience, past performance and capacity to deliver the proposed services.
- Tab 5: Aviation Fuel Price and Supply: Provide detailed breakdown of fuel specifications, wholesale fuel cost, product ordering and delivery per Sections 2.3 and 2.4.D
- Tab 6: Leasing Options: Provide description of refueler lease program and refueler specifications per Section 2.4.B and 2.4.C.
- Tab 7: Invoicing and Reporting: Provide description of invoicing/billing process to include credit card processing program, line of credit, etc. This section of the response should include all experience and ability to interface with outside software sources for migration of data.
- Tab 8: Support Services: Provide detailed description of training program, quality control, insurance programs, brand identification, sales and advertising programs, overall administrative support services, and implementation/start up process upon being awarded contract.
- Tab 9: Litigation: Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the Proposer, including its parent, sister or subsidiary companies and proposed sub-contractors.
- Tab 10: References; Provide three (3) references from similar governmental entities, organizations and/or entities that Proposer has provided with similar services.
- Tab 11: Request for Proposals Acknowledgement and Anti-Collusion Certification; Business Owner Information Form; Disclosure of Conflict of Interest Form CIQ

## Section 4 – Insurance Requirements

### Section 4.1 Insurance

Contractors providing goods, materials and services for Presidio County shall, during the term of the contract with Presidio County or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name Presidio County as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to Presidio County for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against Presidio County for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

### Section 4.2 Insurance Company Qualifications

Insurance Company Qualifications: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

### Section 4.3 Certificate of Insurance

Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor’s RFP. If the contract is renewed or extended by Presidio County, a certificate of insurance shall also be provided to Presidio County prior to the date the contract is renewed or extended.

## **BUSINESS OWNER INFORMATION FORM**

OWNER STATUS (Check applicable boxes)

BUSINESS NAME: \_\_\_\_\_

| <u>MALE/FEMALE</u>              | <u>ETHNICITY</u>                                | <u>PHYSICAL CONDITION</u>             | <u>ENTERPRISE SIZE</u>                           |
|---------------------------------|---|---------------------------------------|--|
| <input type="checkbox"/> Male   | <input type="checkbox"/> White                  | <input type="checkbox"/> Disabled     | <input type="checkbox"/> Small Business          |
| <input type="checkbox"/> Female | <input type="checkbox"/> Hispanic               | <input type="checkbox"/> Not Disabled | <input type="checkbox"/> Large Business          |
|                                 | <input type="checkbox"/> Asian Pacific          |                                       |  |
|                                 | <input type="checkbox"/> Sub-Continent Asian    |                                       |  |
|                                 | <input type="checkbox"/> Black/African American |                                       |  |
|                                 | <input type="checkbox"/> Native American        |                                       |  |
|                                 | <input type="checkbox"/> Other Ethnicity _____  |                                       |  |
|                                 |   |                                       | <u>BUSINESS STRUCTURE</u>                        |
|                                 |   |                                       | <input type="checkbox"/> Sole Proprietor         |
|                                 |   |                                       | <input type="checkbox"/> Partnership             |
|                                 |   |                                       | <input type="checkbox"/> LLC                     |
|                                 |   |                                       | <input type="checkbox"/> Public Corporation      |
|                                 |   |                                       | <input type="checkbox"/> Private Corporation     |
|                                 |   |                                       | <input type="checkbox"/> Non-Profit Organization |

FEDERAL TAX ID #: \_\_\_\_\_

### SUBCONTRACTORS

None. No subcontractor(s) will be used to complete this contract.

Yes. Name(s) of Subcontractor(s): \_\_\_\_\_

( ) % of Total Contract

Address: \_\_\_\_\_

(Attach a list if additional space is necessary)

### CERTIFICATION OF BUSINESS AS SMALL, MINORITY OR WOMAN OWNED ENTERPRISE (SMWBE)

The County will identify a Small, Minority, & Woman Owned Business Enterprise Program. Additional information may be required after receipt of offers and/or award of contract(s) to support and document the SMWBE certification. The County will accept certification from various agencies, [i.e. local ([www.sctrea.org](http://www.sctrea.org)), State of Texas ([www.tbpc.state.tx.us](http://www.tbpc.state.tx.us)), Federal ([www.sba.gov](http://www.sba.gov) or [www.va.gov/OSDBU](http://www.va.gov/OSDBU)), and the private sector ([www.cstmbc.org](http://www.cstmbc.org) or [www.wbeatexas.org](http://www.wbeatexas.org))]

Certifying Agency: \_\_\_\_\_ REG #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

SBE       MBE       WBE       DBE       8(a)       Veteran

# Conflict of Interest Questionnaire

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor doing business with local governmental entity  |                        | <b>FORM CIQ</b> |
|--|------------------------|-----------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>   | <b>OFFICE USE ONLY</b> |                 |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>   | Date Received          |                 |
| <p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>  |                        |                 |
| <p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>  |                        |                 |
| <p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> |                        |                 |
| <p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>   |                        |                 |
| <p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>  |                        |                 |
| <p><b>7</b></p> <p style="text-align: center;">                     _____<br/>                     Signature of vendor doing business with the governmental entity                 </p> <p style="text-align: right; margin-right: 100px;">                     _____<br/>                     Date                 </p>   |                        |                 |